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, May 18, 2021

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- ❖ **May 11, 2021**

Review Agenda

Consent Agenda

District Court
a. Reimbursement Agreement w/WA Administrative Office of the Courts for Printers & Laptops

Human Services
b. Ratifying Agreement, #PSC-2021-GW-TRAP w/Goodwill Industries for Rent Assistance
c. Ratifying Agreement, #PSC-2021-GW-CTRAP w/Goodwill Industries for Rent Assistance

d. First Amended Contract w/Benton-Franklin Community Action Committee for Scope of Work Changes

Information Technology

e. Approving Website Redesign From Municipal One

Juvenile

f. Line Item Transfer, Fund No. 0115-101, Dept. 171
g. Contract w/Michael Henry for Sex Offender Treatment Services

Public Safety Tax

h. Line Item Transfer, Fund No. 0148-101, Dept. 115 to 121
i. Termination of Contract with Tri-Cities Chaplaincy dba Chaplaincy Health Care (Step-Up Program)

Public Works

j. Approval of Construction Plans & Authorization for Bid Process for Obsolete Bridge Removal Project
k. Agreement w/Clean Harbors Environmental Services for Hazardous Waste Disposal Services
l. Speed Limits on Shelby Road & Wamba Road

Purchasing

m. Building – Purchase of Ford Escape From Clary Longview
n. Corrections – First Amended Contract w/Apollo for Jail Boiler Replacement Project
o. Public Works – Accepting Work Performed by Central Paving for Crack Seal
p. Public Works – Agreement w/Christensen Inc for Purchase of Bulk Diesel

Superior Court

q. Purchase Reimbursement Agreement w/WA State Administrative Office of the Courts for Computers, Monitors & Printers

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

Public Hearing

Vacation of a Portion of Right-of-Way Abutting E. 45th Avenue ~ Cristina Woods

Scheduled Business

Justice Center 2022 Tenant Improvement Project ~ R Blain

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, May 11, 2021, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Will McKay (via/WebEx)
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Absent: Commissioner Shon Small (Excused)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Michelle Cooke, Assistant Planning Manager; Greg Wendt, Community Development Director; Shyanne Palmus, Communications Coordinator; DPA Stephen Hallstrom; Adam Fyall, Sustainable Development Manager.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Review Agenda

Mr. MacPherson said he wanted to present a letter to the FAA for the Board's consideration regarding the Horse Heaven Hills Wind Farm project.

Chairman Delvin said he wanted to discuss the broadband issue.

Chairman Delvin also requested item "c" be pulled from the consent agenda for discussion.

Approval of Minutes

The Minutes of May 4, 2021 were approved.

Consent Agenda

MOTION: Commissioner McKay moved to approve the consent agenda items "a" through "x", pulling "c" (MOU with Sheriff's Deputy Guild) for discussion. Chairman Delvin seconded and upon vote, the Board approved the following:

Assessor

a. Line Item Transfer – REET Technology Fund – 0129-101

Auditor

b. Intergovernmental Agreement with Secretary of State for Combined Voters' Pamphlets

Human Services

d. Grant Agreement w/AP Properties & Investments, LLC
e. Grant Agreement w/Elijah Family Homes
f. Grant Agreement with Domestic Violence Services
g. Ratify Agreement w/Columbia Industries – PSC-2021-CI-00
h. Ratify 3rd Amendment to Grant Agreement w/Goodwill Industries
i. Ratify 3rd Amendment to Grant Agreement w/ Columbia Industries
j. Ratify 3rd Amendment to Grant Agreement w/MRJN Associates, LLC
k. Ratify 3rd Amendment to Grant Agreement w/Responding to Autism
l. Ratify 3rd Amendment to Grant Agreement w/ARC of Tri-Cities
m. Ratify Agreement 21-4616C-102 w/WA State Dept. of Commerce
n. Ratify 2nd Amendment to Agreement 20-46108-03 Consolidated Homeless Grant w/WA State Dept. of Commerce

Juvenile

o. Line Item Transfer – Fund 0115-101, Dept. 173
p. Line Item Transfer – Fund 0115-101, Dept. 171
q. Juvenile – WSP Livescan to WIN ABIS User Agreement

Office of Public Defense

r. Termination of Superior Court Contract w/D. Hanson

Purchasing

s. 1st Amendment – Contract w/Strata – On-Call Material Sampling/Testing
t. Change Order No. 1 w/Tyler Technologies for Munis Software Upgrade
u. Corrections – Agent Service Agreement w/Rapid Investments
v. Public Works – Supply Contract w/EnviroTech for Magnesium Chloride
w. Sheriff – Agreement with SAFE Boat International for Refurbishment

Treasurer

x. Contract w/GovEase Auction

Consent Agenda Item "c" - MOU with Sheriff's Deputy Guild – Kelly Training Days

Chairman Delvin asked for clarification on the MOU and a ULP that was filed on Friday. DPA Stephen Hallstrom said when the ULP was received, they sent an email to the Sheriff's Deputy Guild asking if the MOU should be pulled from the agenda. The Guild said it was expressing its displeasure about how the Sheriff's employees handled the events leading up to the MOU, but they still wanted the MOU to move forward. Additionally, there were no legal issues regarding the MOU.

MOTION: Commissioner McKay moved to approve the MOU with the Sheriff's Deputy Guild regarding 2020 Kelly Training Days as presented. Chairman Delvin seconded and upon vote, the motion carried.

Public Comment

None.

Preliminary Plat of Highland Vineyards – SUB 2021-002

Michelle Cooke and Greg Wendt said this was a closed record hearing to review the Planning Commission's recommendations on the Preliminary Plat of Highland Vineyards – SUB 2021-002.

Ms. Cooke said the applicants were seeking to subdivide approximately 16.86 acres into 60 residential lots. They received no objections to date and the Planning Commission held a public hearing and forwarded a recommendation for approval. Additionally, the Planning Division recommended approval as submitted.

Mr. Wendt said it was a closed record hearing, but if anyone wanted to speak, it would need to be consistent with the public hearing testimony.

MOTION: Commissioner McKay moved to adopt the Planning Commission's Recommendation, Findings of Fact and Conditions as the Board's own and approve the preliminary plat of Highland Vineyards - SUB 2021-002 with the seven (7) findings of fact and (19) conditions of approval as recommended by the Planning Commission. Chairman Delvin seconded and upon vote, the motion carried.

2021 End of Legislative Session Update from Gordon Thomas Honeywell

Josh Weiss and Annika Vaughn (via/WebEx) gave a Powerpoint presentation and update as follows:

- Overview of 2021 Legislative Session
- Operating Budget Summary
- Capital Budget Summary
- Transportation Budget Summary
- Development of Transportation Revenue Package
- Outcome of Benton County's 2021 State Legislative Priorities
    - COVID-19 Relief and Recovery
    - Three Rivers Behavioral Health Recovery Center
    - Protect Shared Revenues/Defend Against Unfunded Mandates
    - Support Partner Priorities
    - Responding to Other Opportunities & Risks
    - Next Steps

Other Business

Broadband

Chairman Delvin commented on receiving communication regarding funding availabilities for broadband. He suggested having a presentation when all three commissioners were present.

WSAC Board of Directors

Commissioner McKay reported on his first "in-person" meeting with the WSAC Board of Directors and said it was a great first experience.

State Reopening Plan

There was a short discussion about the Governor providing information some time during the week about a reopening plan for the State.

Letter to Federal Aviation Administration – Horse Heaven Wind Farm Project

Mr. MacPherson presented a letter for the Board's approval to the Federal Aviation Administration commenting on the Horse Heaven Wind Farm Project during the public comment period.

MOTION: Commissioner McKay moved to approve the letter to the Federal Aviation Administration as presented for the Aeronautical Study No 2020-WTW-3845-OE. Chairman Delvin seconded and upon vote, the motion carried.

Tort Claims

CC 2021-11: Received May 7, 2021 from Gary Carlson
CC 2021-12: Received May 7, 2021 from Steve Caughey
CC 2021-13: Received May 7, 2021 from Mathew Clarke
CC 2021-14: Received May 7, 2021 from Thomas Croskrey
CC 2021-15: Received May 7, 2021 from Jason Erickson
CC 2021-16: Received May 7, 2021 from Jon Law
CC 2021-17: Received May 7, 2021 from Erik Magnuson

Accounts Payable

Check Date: 04/30/2021

Warrants #: 217121-217257
Total all funds: $796,663.98

EFT's #: 1738-1761
Transfers #: 04302101-04302105
Total all funds: $235,206.52

Resolutions

2021-366: Line Item Transfer – REET Technology Fund – 0129-101
2021-367: Intergovernmental Agreement with Secretary of State for Combined Voters' Pamphlets
2021-368: Grant Agreement w/AP Properties & Investments, LLC

2021-369: Grant Agreement w/Elijah Family Homes
2021-370: Grant Agreement with Domestic Violence Services
2021-371: Ratify Agreement w/Columbia Industries – PSC-2021-CI-00
2021-372: Ratify 3rd Amendment to Grant Agreement w/Goodwill Industries
2021-373: Ratify 3rd Amendment to Grant Agreement w/ Columbia Industries
2021-374: Ratify 3rd Amendment to Grant Agreement w/MRJN Associates, LLC
2021-375: Ratify 3rd Amendment to Grant Agreement w/Responding to Autism
2021-376: Ratify 3rd Amendment to Grant Agreement w/ARC of Tri-Cities
2021-377: Ratify Agreement 21-4616C-102 w/WA State Dept. of Commerce
2021-378: Ratify 2nd Amendment to Agreement 20-46108-03 Consolidated Homeless Grant w/WA State Dept. of Commerce
2021-379: Line Item Transfer – Fund 0115-101, Dept. 173
2021-380: Line Item Transfer – Fund 0115-101, Dept. 171
2021-381: Juvenile – WSP Livescan to WIN ABIS User Agreement
2021-382: Termination of Superior Court Contract w/D. Hanson
2021-383: 1st Amendment – Contract w/Strata – On-Call Material Sampling/Testing
2021-384: Change Order No. 1 w/Tyler Technologies for Munis Software Upgrade
2021-385: Corrections – Agent Service Agreement w/Rapid Investments
2021-386: Public Works – Supply Contract w/EnviroTech for Magnesium Chloride
2021-387: Sheriff – Agreement with SAFE Boat International for Refurbishment
2021-388: Contract w/GovEase Auction
2021-389: MOU with Deputy Sheriff's Guild – 2020 Kelly Training Days
2021-390: Adoption of Preliminary Plat Application of Highland Vineyards – SUB 2021-002

There being no further business before the Board, the meeting adjourned at approximately 9:47 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	5/18/2021
Subject:	AOC Computer Replacement Contract
Presenter:	E. Selga
Prepared By:	E. Selga
Reviewed By:	Ryan Brown

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 Administrative Offices of the Courts is offering to provide reimbursement for the cost of 5 printers and 5 laptops used by the District Court. The maximum reimbursable amount is $6500. This reimbursement allows District Court to replace or upgrade existing equipment.

Fiscal Impact

No impact, this is included in the 2021-2022 budget.

Recommendation

We recommend that the Board of County Commissioners approve and sign the PRA agreement (PRA21001).

Suggested Motion

Motion to approve and sign the attached Purchase Reimbursement Agreement # PRA 21001 between State of Washington Administrative Office of the Courts and Benton County as presented effective upon execution of the agreement through June 30, 2021.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE REIMBURSEMENT AGREEMENT# PRA 21001 BETWEEN BENTON COUNTY, BENTON COUNTY DISTRICT COURT AND THE WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS, and

WHEREAS, the Washington State Administrative Office of the Courts (AOC) will provide reimbursement for the cost of 5 printers and 5 laptops, in the amount not to exceed $6,500, or actual cost, whichever is lower;

WHEREAS, it appears it is in the best interest of Benton County to have IT purchase the equipment and request reimbursement from AOC; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves and signs the attached Purchase Reimbursement Agreement # PRA 21001 between State of Washington Administrative Office of the Courts and Benton County as presented effective upon execution of the agreement through June 30, 2021;

BE IT FURTHER RESOLVED, that reimbursement amount for 5 printer and 5 laptops shall not exceed $6,500 or actual cost, whichever is lower;

BE IT FURTHER RESOLVED, that the Chairman of the Board of County Commissioners is authorized to sign Purchase Reimbursement Agreement # PRA 21001 between Benton County and the State of Washington Administrative Offices of the Courts.

DATED this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
Of Benton County, WA

Cc: IT
Auditor

RSelga

PURCHASE REIMBURSEMENT AGREEMENT - PRA21001
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON DISTRICT COURT

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05851
Purchase Reimbursement Agreement (PRA) Number: PRA21001

1. **Purpose**
   This PRA Number PRA21001 is executed by the Washington State Administrative Office of the Courts (AOC) and the Benton District Court (CUSTOMER) pursuant to the terms and conditions of ITPPA Number IAA05851. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ITPPA. This PRA sets forth the obligations of the parties with respect to AOC's reimbursement to the CUSTOMER of funds which have been expended by the CUSTOMER for the purchase of 5 printers, and 5 laptops.

2. **Term and Termination**
   The term of the PRA is effective upon the date of execution by both parties through Wednesday, June 30, 2021. Termination of the PRA requires written notification to the other party. Extensions to the PRA can only be executed by the AOC, with written notification to the other party.

3. **Responsibilities**
   3.1. The **AOC** will:
      3.1.1. Provide specifications for the equipment covered by this agreement. (See Exhibit A).
      3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the purchase of 5 printers, and 5 laptops, pursuant to Subsection 3.2 below. The funding provided by AOC shall be at a maximum the amount required for the purchase of the equipment meeting the provided specifications or the actual cost, whichever is lower. Should the CUSTOMER acquire equipment that exceeds the provided specifications, the CUSTOMER shall be responsible for that portion of the acquisition costs which exceeds the reimbursable amount as referenced above.
   3.2. The **CUSTOMER** will:
      3.2.1. Purchase equipment that meets the specifications referenced above. Install and maintain the equipment purchased under this PRA, including providing network connectivity to the new equipment as needed. It is possible that a new network line may need to be installed by the CUSTOMER to provide connectivity to the equipment covered by this PRA.
      3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.

3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.

3.2.4. Submit, with the invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

4. **Reimbursement Amount**
   The AOC will reimburse the CUSTOMER up to $150 for each printer, and $1,150 for each laptop, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

5. **Billing/Invoicing**
   Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05851) and additional terms and conditions listed below.

6. **Treatment of Assets and Property**
   CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

7. **Modifications/Changes**
   This PRA may be modified at any time upon mutual written agreement of the parties. All such modification will be made as an amendment to the PRA and will take precedence over the original PRA.

8. **Order of Precedence**
   If there is a conflict between this PRA and the above-referenced ITPPA, the conflict will be resolved by giving precedence first to this PRA and then to the ITPPA.

9. **PRA Management**
   Unless otherwise indicated, all correspondence regarding this PRA should be directed to:

AOC Program Manager	Customer Program Manager
Christine Winslow Infrastructure Project Coordinator Administrative Office of the Courts 1206 Quince St SE PO Box 41170 Olympia, WA 98504-1170 Christine.Winslow@courts.wa.gov 360-705-5249	**Rafaela D. Selga** Administrator Benton District Court 7122 W Okanogan Pl, Bldg A Kennewick, WA 99336-2359 refaela.selga@co.benton.wa.us 509-735-8476 ext 3255

10. Authorization/Acceptance

This PRA and the underlying ITPPA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of the PRA. Execution of this PRA by both parties constitutes an addendum to the underlying ITPPA, which remains in full force and effect, except as may be specifically modified and agreed to between the parties within this PRA. The parties hereby acknowledge and accept the terms and conditions of this PRA.

AGREED:

Administrative Office of the Courts	**Benton County**
Signature *Date*	*Signature* *Date*
Phil Brady	
Name	*Name*
AOC Contracts Manager	Benton County Commissioner
Title	*Title*

Approved as to form:

Benton County Deputy Prosecuting Attorney

Exhibit "A"

Staff Desktop PC Specifications

COMPONENT	AOC REQUIREMENT	PURCHASED SYSTEM'S SPECIFICATIONS	REIMBURSEMENT LIMIT
Processor	Intel or AMD and may use a multi-core processor		$700
RAM	8 GB or more		
Hard Drive	250 GB or more		
Network Interface Card (NIC)	Ethernet minimum 10/100/1000		
Mouse	Standard MS compatible		
Keyboard	Standard MS compatible		
Operating System	Windows 7 (64-bit) or other latest release of Microsoft Windows for business use		
Monitor	17" flat panel monitor or bigger		###

Judicial Officer's Laptop PC Specifications

COMPONENT	AOC REQUIREMENT	PURCHASED SYSTEM'S SPECIFICATIONS	REIMBURSEMENT LIMIT
Processor	Mobile Intel Pentium or equivalent, including AMD Mobile Processor		$1,150
RAM	8 GB or more		
Hard Drive	125 GB or more		
Network Interface	Ethernet minimum 10/100/1000		
Operating System	Windows 7 (64-bit) or other latest release of Microsoft Windows for business use		
Display	14" or bigger		
Printer	No minimum specifications		###

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Ratify Agreement PSC-2021-GW-TRAP with Goodwill Industries of the Columbia
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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 Treasury Rent Assistance Program is intended to prevent evictions by paying past due rent and past due utilities for households that are unable to pay, due to the COVID-19 pandemic.

Goodwill Industries of the Columbia will be providing rental assistance with the Treasury Rent Assistance Program for those in our community affected by COVID-19 who need rental assistance and utilities assistance.

Fiscal Impact

Amount: $1,000,000.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of $1,000,000.00.

Recommendation

- Sign the Ratified Agreement PSC-2021-GW-TRAP with Goodwill Industries of the Columbia to provide rental assistance through the Treasury Rent Assistance Program.

Suggested Motion

Approve on the consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF RATIFYING THE AGREEMENT PSC-2021-GW-TRAP BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA.

WHEREAS, the purpose of this Agreement is intended to prevent evictions by paying past due and future rent and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

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

WHEREAS, in order to release funding, the County Administrator executed the above agreement on May 4, 2021 under authority granted in Resolution 2020-258; and

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

BE IT RESOLVED, that the Board of County Commissioners hereby approves and ratifies agreement PSC-2021-GW-TRAP, between Goodwill Industries of the Columbia for a grant amount of $1,000,000.00 from the Treasury Rent Assistance Program (T-RAP) executed by the Benton County Administrator on May 4, 2021; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments, necessary to Goodwill Industries of the Columbia for the disbursement of the Treasury Rent Assistance Program (T-RAP); and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on April 1, 2021 and ends on December 31, 2021.

Dated this.....day of ....., 2021

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2021-GW-TRAP

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, a political subdivision with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter "COUNTY"), and **GOODWILL INDUSTRIES OF THE COLUMBIA, INC**, a Not-For-Profit Corporation, under the laws of the State of Washington with its principal offices at 815 N. Kellogg, Ste. A, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Statement of Work and;
b. Exhibit B – Budget
c. Commerce Treasury Rent Assistance Program Guidelines
d. US Treasury Emergency Rental Assistance Terms

2. DURATION OF CONTRACT

The term of this Contract shall begin on April 1,2021 and shall expire on December 31, 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. The CONTRACTOR shall provide financial assistance to Benton County residents to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to COVID-19 outbreak and are at risk of experiencing homelessness or housing instability. A detailed description of the services

to be performed by the CONTRACTOR is set forth in Exhibit A, "Statement of Work" and Commerce's Treasury Rent Assistance Program Guidelines, and US Treasury Emergency Rental Assistance Terms which are attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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

d. The CONTRACTOR shall complete its work in a timely manner.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Ken Gosney
Address:	815 N. Kellogg, Ste. A Kennewick, WA 99336
Phone:	509-735-7238
Email:	kgosney@goodwillotc.org

b. For COUNTY:

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

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one million dollars and no cents ($1,000,000.00), including W.S.S.T per Exhibit A "Budget".

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

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month 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.

i. Invoice will be provided by the County
ii. Supporting documentation will accompany the invoice
iii. T-RAP Monthly Report will accompany the invoice

d. 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.

e. 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.

f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws,

including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **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 employer's liability.

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

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 subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations

and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

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

11. DEBARMENT

The CONTRACTOR certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

d. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

12. 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.

13. 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.

14. COMPLIANCE WITH LAWS

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

15. 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.

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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 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.

24. 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.

25. 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.

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: 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).

27. 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.

28. 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 March 1, 2021.

Dated: 5/4/2021

FOR: BENTON COUNTY

Chairman

Per Resolution
Member

2020-258
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: 4/26/2021

FOR: GOODWILL INDUSTRIES OF THE COLUMBIA INC

Signature

CEO
Title

Ken Gosney
Print Name

Approved to Content:

Human Services Manager

g.

T-RAP Scope of Work

The Treasury Rent Assistance Program (T-RAP) Grant for Benton County is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

The Treasury Rent Assistance Program Guidelines and US Department of the Treasury Emergency Rental Assistance documents shall be followed.

Eligibility and Prioritization

The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- Income at or below 80% of Area Median Income (AMI).
- Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or currently experiencing housing instability.

In addition to following the eligibility criteria, the following households must be prioritized:

- Income at or below 50% Area Median Income (AMI).
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

Performance Measurement

Grantees must ensure equitable access to T-RAP.

Equitable access means that the race and ethnicity of people entering T-RAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering T-RAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Data from all T-RAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:

- Ten percent of households served must be youth or young adults age 18-24, this includes emancipated 16 and 17 year olds.

Reporting

Grantee shall provide the T-RAP report weekly to the Counties to assist in ensuring duplication of services does not happen.

Local Variance

Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk and must first consult with the County before implementation.

Goodwill Industries of the Columbia Inc
PSC-2021-GW-TRAP
April 1, 2021 to December 31, 2021
Budget

Benton County Budget Line Item	Amount	
Rent Assistance	$	800,000.00
Utilities	$	100,000.00
Administration (5%)	$	100,000.00
Total	$	1,000,000.00

Washington State Department of Commerce

Guidelines

FOR THE

Treasury Rent Assistance Program (T-RAP)

March 1, 2021 through December 31, 2021

Version 1
March 2021

Table of Contents

1 Grant Basics 4

1.1 Overview 4

1.2 Program Goals 4

1.3 Program Purpose 4

1.4 Authorizing Statute and Fund Sources 5

2 Household Eligibility 5

3 Documenting Household Eligibility 6

3.1 Income 7

3.1.1 Allowable Income Documentation 7

3.2 Housing Status 8

3.3 Financial Hardship 8

3.4 Documenting Current Rent and Utility Arrears 9

3.4.1 Rent Payment Agreement Form 9

3.4.2 Leases 9

4 Allowable Expenses 10

4.1 Administration and Operations 10

4.2 Rent and Utilities 11

4.2.1 Calculating Maximum Rent Payment 12

4.2.2 Payments 12

5 Local Variance 13

6 Coordinated Entry 13

7 Grant Requirements 13

7.1 Performance Measures 13

7.2 By and For Sub Grants 14

7.3 Dispute Resolution Center Partnerships 15

7.4 Language Assistance Services Requirement 15

7.5 Changes to Guidelines 16

7.6 Fiscal Administration 16

7.6.1 Invoicing and Due Dates 16

7.6.2 Budget Revisions 16

8 Additional Requirements 17
8.1 Ineligible Use of Funds 17
8.2 Policies and Procedures (P&P) 17
8.2.1 Required P&P 17
8.2.2 Recommended P&P 18
9 Appendix 18
9.1 Reporting 18
9.1.1 Information to Retain 18
9.1.2 Information to Submit 19

1 Grant Basics

1.1 Overview

The Treasury Rent Assistance Program (T-RAP) Grant is part of Washington State's response to the COVID-19 pandemic. Funds are intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability.

The T-RAP Guidelines Questions & Answers (Q&A) are posted on the Commerce website : https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/

1.2 Program Goals

The program goals are:

- ✓ Prevent evictions.
- ✓ Target resources to very low income households who are unemployed.
- ✓ Promote equity in who is served, with a focus on equity for groups of people who historically have not been provided equitable access to rent assistance and those who have disproportionately been impacted by the COVID-19 outbreak: Latinx or Hispanic, young adults, Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander.

1.3 Program Purpose

The Office of Family and Adult Homelessness in the Housing Assistance Unit at the Department of Commerce administers state and federal funds to support homeless crisis response systems in Washington State.

The Treasury Rent Assistance Program is a critical resource in Washington State's response to the COVID-19 pandemic.

We expect Commerce grantees, including county governments and nonprofits, to be leaders, facilitating partnership among service organizations and promoting evidence-based, anti-racist practices.

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Grantees have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

This includes marginalized populations, Black, Native and Indigenous, People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not access mainstream support.

We are here to support your efforts. The Housing Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you understand your data so we can meet Washington's vision that no person is left living outside.

1.4 Authorizing Statute and Fund Sources

Federal Coronavirus Response and Relief Supplemental Appropriations Act.

2 Household Eligibility

There isn't enough funding to assist all of the households who may be eligible for rent assistance under this program. The purpose of the eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- ✓ Income at or below 80% of Area Median Income (AMI).[1]
- ✓ Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.[1]
- ✓ At risk of experiencing homelessness or currently experiencing housing instability.[1]

Eligibility criteria must be documented and kept in the household file. *See **Section 3 and the Household Information and Eligibility Form** for more information on documentation standards.*

The following households must be prioritized:

- ✓ Income at or below 50% Area Median Income (AMI).[1]
- ✓ Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.[1]

United States citizenship is NOT an eligibility requirement of this program.

[1] U.S. Department of the Treasury specific guidance

For the purposes of this program a household is the person or people that are obligated to pay rent on a residential dwelling and are seeking assistance together. Roommates sharing a residence, but who each have a separate lease, are not considered a household.

Households in informal rental agreements (e.g. staying with family/friends or in a motel long term) are able to receive financial assistance. *See **Section 3.4 Documenting Current Rent and Arrears** for more information on collecting leases and when a lease is unavailable.*

Households residing in subsidized housing are able to receive assistance if funds are not applied to costs that have been or will be reimbursed under any other assistance. If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive T-RAP assistance for the tenant-owed portion of rent or utilities that is not subsidized. [1]

Assistance received through this program should not count as a public benefit for the purpose of determining whether someone is considered a public charge. Public charge refers to non-US citizens who have received one or more public benefits, for more than 12 months within any 36-month period. A person considered a public charge is ineligible to become a lawful permanent resident.

Rental assistance provided through this program shall not be regarded as income.[1] Rent assistance received through this program is not regarded as a resource for purposes of determining the eligibility of the household or any member of the household for benefits or assistance, or the amount or extent of benefits or assistance, under any Federal program or under any State or local program financed in whole or in part with Federal funds.[1]

3 Documenting Household Eligibility

Household eligibility must be documented using the ***Commerce T-RAP Household Information & Eligibility Form.*** This Form and accompanying documentation must be kept in the household file and made available to Commerce on demand to confirm grant compliance. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.[1] See Form for more detailed information on documentation standards for each requirement.

If a household received financial assistance in the last 60 days and re-applies for assistance, their Household Information and Eligibility Form and documentation are still valid for additional services. If 60 days has passed, they need new eligibility paperwork. In either case, new Payment Forms are necessary for additional rent payments made on their behalf.

The most current version of the Form can be found at https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/.

3.1 Income

To determine income eligibility, grantees must consider the household's total gross income for calendar year 2020 ***or*** the household's current monthly income at the time of application.[1] Income verified for the calendar year 2020 does not need to be re-verified.[1]

If a household qualifies based on monthly income, the grantee must re-verify income eligibility every three months for the duration of assistance.[1]

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

3.1.1 Allowable Income Documentation

3.1.1.1 Source Documentation

Grantees should collect source documentation for income determinations when possible.[1] This can include paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer.[1]

An attestation from an employer should include the employees name, employers name, pay amount and frequency, average hours worked per week, amount of any additional compensation.[1]

Source documentation can also include a determination letter/statement from another local, state, or federal government assistance program that verified the household income on or after January 1, 2020.[1]

Source documentation is flexible and can include photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances.[1]

Electronic signatures for all documentation types are allowable.

3.1.1.2 Written Self-Declaration

Under limited circumstances, a grantee may rely on a written self-declaration from the household without income source documentation.[1] Grantees have discretion to allow for self-declarations when accommodating disabilities, extenuating circumstances related to the pandemic, a lack of technological access, or when a household's income, or a portion of it, is not verifiable due to the impact of COVID-19, has been received in cash, or the household has no qualifying income.[1]

When appropriate, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify their income eligibility.[1]

When a written self-declaration is used in place of source documentation, the grantee must re-

verify household income every three months for the duration of assistance.[1]

If relying on a self-declaration to document income eligibility, use the ***T-RAP Self Declaration Form***.

3.1.1.3 Annualizing Income

Use one of the following calculations to convert the wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

3.2 Housing Status

One or more individuals in the household must demonstrate a risk of experiencing homelessness or currently experiencing housing instability. This must be documented and may include:

- ✓ A past due utility notice or eviction notice, or[1]
- ✓ Statement from the landlord that verifies the household's housing instability (currently late on rent and/or has rental arrears). Verbal verification is allowable, use Household Information and Eligibility Form, or
- ✓ Self-declaration signed and dated by the household that verifies the applicant's housing instability (currently late on rent and/or has rental arrears, past due utilities, other housing instability details).

3.3 Financial Hardship

One or more individuals in the household must have qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19 that threaten the household's ability to pay the costs of the rental property when due.[1] This must be documented and may include:

- ✓ For documenting unemployment benefits:
  - Copy of most recent payment statement or benefit notice, or,[1]
  - Dated mail, fax, email verification, or verbal verification from unemployment administrator that includes amount, or
  - Written self-declaration signed by the applicant that one or more members of the household meets this condition.[1]
- ✓ For documenting all other types of financial hardship:
  - Written self-declaration signed by the applicant that one or more members of the household meets this condition.[1]

3.4 Documenting Current Rent and Utility Arrears

3.4.1 Rent Payment Agreement Form

The ***Commerce T-RAP Rent Payment Agreement Form*** must be completed for households seeking rent assistance. This form and accompanying documentation must be kept in the household file and made available to Commerce on demand to confirm grant compliance.

Landlords can initiate T-RAP financial assistance on behalf of their tenants.[1] Directions for landlords are detailed on the Form. The provider must still verify the household's eligibility.[1]

Landlord's initiating assistance must:

1. Provide the tenant with a copy of the Form, and[1]
2. Accept any payments received as satisfaction of the tenant's rental obligations, and[1]
3. Ensure the tenant signd the Payment Agreement Form at some point in the process. This can be initiated by the landlord or a grantee.[1] Electronic signatures are allowable.

Please ensure you are using the most current version of the Form by visiting the website at: https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/

3.4.2 Leases

Grantees must collect, if available, a current lease signed by the applicant household and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount.[1] The entire lease document doesn't need to be provided as long as the tenant and landlord signatures, payment amounts, and rental address are identified.

A lease is a document that contains the following components:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/term)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

3.4.2.1 Rental Adresss

In the absence of a lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee[1] including a written self-declaration of rental location from the household.

3.4.2.2 Rental Payment Amount

In the absence of a lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.[1]

In cases where the household does not have source documentation of the rental payment amount and uses a written self-declaration from the household, the monthly maximum amount of assistance must be 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides.[1] In this case, such assistance may only be provided for three months at a time, and the grantee must obtain source documentation of monthly rent after three months in order to provide further assistance.

4 Allowable Expenses

4.1 Administration and Operations

Grantees are charged with determining whether or not an expense is eligible based on federal CARES Act guidance including the U.S. Department of the Treasury Eviction Rent Assistance guidance.

An administrative or operations cost is eligible if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within your agency budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. For example:

- **Administrative** costs are allowable if they are direct expenses related to delivering financial assistance, housing stability, and meeting reporting requirements.[1]

- **Operations**, the administration of the T-RAP grant, is allowable.[1]

Below is an eligibility cost test that may also help with determining if a cost is allowable. If all responses for the particular incurred cost are "true" for all five statements below, then a grantee can feel confident the cost is eligible:

- The expense is connected to the COVID-19 emergency.
- The expense is "necessary".
- The expense is not filling a short fall in government or agency revenues.
- The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
- The expense wouldn't exist without COVID-19 OR would be for a "substantially different" purpose.

Grantees have the authority and flexibility to determine "necessary" or "substantially different."

Many costs are clearly eligible and others are in more of a grey area. One could probably justify some of the "grey area" costs based on the test, but are they directly addressing the immediate impacts? Possibly not. In these situations it may be safer and more appropriate to utilize another more flexible fund source.

Indirect costs are not allowable.[1]

4.2 Rent and Utilities

Households can receive up to 12 months of financial assistance.[1] Financial assistance can include a combination of rent and utility arrears, current rent and utility payments, future rent payments, and other housing costs related directly or indirectly to COVID-19.[1]

Rent

Rent arrears are when any rent payment is missed or past due, including when the current month's rent is past due. Assistance cannot be provided for arrears that were accrued before March 13, 2020.[1]

Future rent is the rent *after* the current month and can be made up to three months at a time.[1]

- ✓ Households can receive assistance with future rent only, if the household does not have rental arrears and/or the provider has already assisted the household with rental arrears.[1]

An additional three months of rent assistance can be provided if the household reapplies and is still experiencing housing instability, and has not already received the maximum amount of assistance (15 months).[1]

- ✓ After 12 months of assistance has been provided, households can receive an additional three months of financial assistance, totaling 15 months, if necessary to ensure housing stability.[1]

Utilities

Utilities and home energy costs are separately-stated charges related to the occupancy of rental property. They can include electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Utilities that are covered by the landlord within rent will be treated as rent. Utility only payments are allowable. Future utility payments are not allowable.[1] All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.[1]

Other housing costs include relocation expenses and rental fees (if a household has been temporarily or permanently displaced due to the COVID-19 outbreak), reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19), and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, telemedicine, and obtain government services.[1] Grantees should adopt policies that determine when covering this cost would be appropriate.[1]

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service.[1]

4.2.1 Calculating Maximum Rent Payment

Payments can be up to 150% of Fair Market Rent (FMR) and must not be more than the total amount due. FMR calculations do not need to include the cost of utilities.

In cases where the household does not have source documentation of the rental payment amount and relies on a written self-declaration from the household, the monthly maximum amount of assistance must be 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides.[1] In this case, assistance may only be provided for three months at a time and the household must also attest that they have not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation.[1] Grantees must obtain source documentation of the rental payment amount after three months in order to provide further assistance to the household.[1]

See the ***Commerce T-RAP Household Information and Eligibility Form*** for details on how to document.

4.2.2 Payments

Documentation of payments made to a landlord or utility provider on behalf of the household must be provided to the household.[1]

If the landlord or utility provider does not agree to accept payment from the grantee after outreach by the grantee, or the landlord cannot be reached, the grantee may make payments directly to the household for them to provide to the landlord or utility provider themselves.[1]

Grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments. Outreach will be considered complete if:

- ✓ A request for participation is sent in writing, by certified mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; or[1]

- ✓ If the grantee has made at least three attempts by phone or email over a 10 calendar-day period to request the landlord or utility provider's participation. All efforts must be documented. The cost of the mailing is an eligible administrative cost.[1]

The final outreach attempt or notice to the landlord must be documented.[1]

For payments made directly to households, grantees must have systems in place to ensure there is no duplication of payment.[1]

5 Local Variance

Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk. Grantees must first consult with their Commerce T-RAP grant coordinator before implementing. Examples include but are not limited to:

- ✓ Restricting income eligibility to less than 80% AMI (for example, using 50% AMI for eligibility and not just prioritization).
- ✓ Providing less than three months of future rent payments.
- ✓ Prioritizing households that are severely rent burdened.

6 Coordinated Entry

Lead grantees and subgrantees funded by this grant are not required to participate in the county or regional Coordinated Entry (CE) process for the purpose of this grant.

To support effective partnerships, grantees should actively create and maintain relationships with CE. Additionally, grantees should refer households to CE when their needs cannot be met by this grant assistance.

7 Grant Requirements

7.1 Performance Measures

Grantees must work to ensure equitable access to T-RAP.

Equitable access means that the race and ethnicity of people entering T-RAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering T-RAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:

- ✓ People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- ✓ Black or African American
- ✓ American Indian and Alaska Native
- ✓ Hispanic/Latinx

Additional performance target includes:

- ✓ Ten percent of households served must be youth or young adults age 18-24, *this includes emancipated 16 and 17 year olds*.

Data from all T-RAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Strategies to promote equity in services:

- Affirmatively market the program.
- Outreach to and develop meaningful connections with tribal communities, farmworkers and other marginalized communities.
- Demonstrate a commitment to hiring and promoting people from communities who are most impacted by COVID in your community.
- Provide interpretation services to ensure effective communication with people who have limited English proficiency.
- Translate all documents and marketing information (including website) into the most common languages spoken by those impacted by COVID in your community.
- Offer flexible intake and services such as mobile services, virtual services and outreach-based services.
- Ensure direct services staff have relevant cultural humility training and educational materials.

Grantees can review the performance targets for their service area by visiting the website at: https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/.

7.2 By and For Sub Grants

Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

Funds provided to sub grant to By and For organization/s can cover the costs associated with program outreach and assistance to marginalized communities. This can include acting as a referral source, outreach to marginalized communities, providing rental assistance to households directly, or other Operations activities related to T-RAP.

Marginalized communities may include ethnic and racial minorities; immigrants and refugees; individuals who are lesbian, gay, bisexual, and transgender; individuals with disabilities or who are deaf; and Native Americans.

7.3 Dispute Resolution Center Partnerships

Grantees must coordinate with their local Dispute Resolution Centers (DRC) if one exisits within their service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes.

There are many ways to partner with a DRC. The following list is not comprehensive and grantees should work towards a partnership that makes sense for their community.

- ✓ Subcontract to your local DRC to provide rent assistance.
- ✓ Train DRC staff on T-RAP paperwork.
- ✓ Utilize the DRC as a referral source for T-RAP applicants.
- ✓ Engage with DRC staff to help resolve communication challenges between landlords and households.
- ✓ Invite DRC staff to participate in rent assistance provider meetings.
- ✓ Partner households with DRC staff to help establish repayment plans when appropriate.
- ✓ Work with DRC mediators and staff to provide training opportunities to rental assistance providers, landlords, and tenants on the following:
    - Communication to prevent escalation
    - Collaboration for mutual gain
    - Collaborative negotiation
    - Feedback for positive landlord/tenant relationship

7.4 Language Assistance Services Requirement

Lead/subgrantees are required to ensure their customers with disabilities and those with limited English proficiency have access to vital information, and are responsible for ensuring meaningful language assistance services. This requirement can be fulfilled using 1) in-person interpretation: spoken and sign language or 2) remote interpretation using phone or video. Language interpretation costs are an eligible use of grant funds.

The following is a list of organizations that provide language interpretation services over the phone. This is not a comprehensive list or an endorsement of the services they provide; other organizations may be better suited to fulfill the language interpretation requirement:

Lionbridge: https://www.lionbridge.com/content-transformation-services/interpretation-services/
Language Link: https://www.language.link/telephonic-interpretation/
Linguistica: https://www.linguisticainternational.com/services/over_the_phone/

Commerce will assist with language access by translating the required public facing Forms into multiple languages, and can assist grantees with translation of other written materials as requested.

7.5 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

7.6 Fiscal Administration

7.6.1 Invoicing and Due Dates

Grantees must invoice Commerce at least monthly, and can invoice as frequently as weekly, for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices with expenses through December 31, 2021 are due January 30, 2022.

Commerce will monitor spending regularly to help ensure grantees are on track to spend out at least 65 percent of their award by September 30, 2021.

Beginning on September 30, 2021, the Department of Treasury will determine which grantees have obligated at least 65 percent of their award and reallocate the unobligated funds.[1] The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction.[1]

In August, Commerce will plan reallocations to meet the federal spending deadline. Grantees that do not meet the invoice deadlines will be subject to grant budget reductions and funds will be reallocated.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

7.6.2 Budget Revisions

Grantees can move funds between budget categories without needing an amendment. Submit budet revisions to your T-RAP Grant Coordinator via email for approval. The following restrictions on budget revisions apply:

Budget Category	Move to Other Category
Admin and Operations	Yes

Rent and Utility Assistance	No
By and For Subcontracting	No

8 Additional Requirements

8.1 Ineligible Use of Funds

Lead/subgrantees must inform Commerce if grant funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent ineligible use of funds.

8.2 Policies and Procedures (P&P)

The following policies and procedures are required and recommended for T-RAP grantees administering financial assistance.

8.2.1 Required P&P

8.2.1.1 Grievance Procedure

Grantees must have a written grievance procedure for households seeking or receiving services which includes the household's right to review decisions and present concerns to program staff not involved in the grievance. This procedure must clearly describe how households can request a review or report concerns and be accessible to all households seeking or receiving services.

8.2.1.2 Termination and Denial of Service Policy

Grantees must have a termination and denial policy. This policy must describe the reasons a household would be denied services and/or terminated from program participation, describe the notification process, and ensure households are made aware of the grievance procedure.

8.2.1.3 Written Self-Declaration Policy

Grantees must specify under what circumstances they will accept written self-declarations from the household without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud prevention procedures to prevent abuse.[1]

8.2.1.4 Eligibility and Prioritization Policy

Grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations.[1]

8.2.2 Recommended P&P

8.2.2.1 Unsafe or Unhealthy Living Conditions

Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.[1]

8.2.2.2 Internet Costs

Grantees should adopt policies that govern in what circumstances that they will determine that covering internet costs would be appropriate.[1]

8.2.2.3 Prioritization Policy

As part of the Prioritization Policy, grantees should document the preference system (for 50% AMI and unemployed) they plan to use and should inform all applicants about available preferences.[1]

9 Appendix

9.1 Reporting

Grantees are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation.

- ✓ Grantees within non-Balance of State CoCs may choose to report data in HMIS, but must still complete the Commerce T-RAP Report Form.
- ✓ Grantees within the Balance of State Continuum of Care (CoC) must not enter program data into HMIS. Enrollment into an existing CE project is allowable

Grantees must establish data privacy and security requirements for the information collected above that include appropriate measures to ensure that the privacy of the individuals and households is protected, that the information is collected and used only for the purpose of submitting reports, and provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.[1]

9.1.1 Information to Retain

Grantees must retain the following information:

Information to Retain	Located On
Landlord's name, address, social security number, tax identification number or DUNS number[1]	Rent Payment Agreement Form
Utility provider's name, address, social security number, tax identification number or DUNS number[1]	Utility Payment Agreement Form
Address of rental unit and city[1]	Rent Payment Agreement Form and Utility Payment Agreement Form

9.1.2 Information to Submit

Grantees must compile the following information using the T-RAP Report Form and email monthly, by the 20th of each month, following the month of service. Grantees must compile all subgrantee information into one report when submitting.

Grantees using local systems to store data may elect to produce a report rather than use the provided T-RAP Report Form. This is allowable if produced in an Excel or CSV file with the data elements listed below. Additionally, reports must be submitted with the same column labels as the T-RAP Report Form.

Summary Information	Located On	T-RAP Monthly Report Tab
Service Month *Enter the service month that the report represents. For example: If rents were paid in April 2021, the service month is April 2021 regardless of the rental arrear periods covered.*	Rent Payment Agreement Form	Column B
Number of Households Applied[1] *Enter the number of households who applied for the TRAP program in the service month.*	Internal Tracking	Column B
Number of Households that Received Assistance[1] *Enter the number of household that received TRAP assistance (rent or utility assistance) in the service month. This number should equal the number of filled rows on the Household Info Tab.*	Internal Tracking and →	Column B
Household Information	**Populate From**	**Household Info Tab**
Household ID *Create a unique household ID that your organization can connect to household documentation. You can use your own method for creating a Household ID. Do not use identifying information such as initials, name or social security number.*	Household Information and Eligibility Form	Column B
Youth & Young Adult Households *Select YES if the head of household is age 18-24, or 16-17 year old unaccompanied youth.*	Household Information and Eligibility Form	Column C
Gender, Race and Ethnicity[1] *Use the drop downs to select the gender, race and ethnicity of the head of household. Gender, race and ethnicity are self-identified. Staff observations should never be used to collect information on gender, race and ethnicity. Provide all options to every head of household applying .*	Household Information and Eligibility Form	Columns D-F

Number of Household Members *Enter the total number of household members, including the head of household.*	Household Information and Eligibility Form	Column G
Number of Household Members Under 18 *Enter the total number of household members under the age of 18. Include the head of household if they are under the age of 18.*	Household Information and Eligibility Form	Column H
Total Monthly Income[1] *See section 3.1 on income.*	Household Information and Eligibility Form	Column I
Household AMI Tier[1] *Select the income tier for the household.* • *30 percent AMI or less* • *Between 30 percent AMI and 50 percent AMI* • *Between 50 percent AMI and 80 percent AMI* *To determine AMI go to https://www.huduser.gov/portal/datasets/il/il2020/select_Geography.odn and "Click Here for FY 2020 IL Documentation". Select Washington - WA. Then select a county. Click "View County Calculations". Use the household's annual income and number of household members to determine the income tier.*	Household Information and Eligibility Form	Column J
Monthly Rent Amount[1] *Enter the household's total monthly rent amount.*	Rent Payment Agreement Form	Column K
Total Amount of Outstanding Rental Arrears[1] *Enter the household's total rent arrears amount before any assistance since March 13, 2020.*	Rent Payment Agreement Form	Column L
Total Amount of Rental Arrears Paid and Number of Months[1] *Enter the total amount of rental arrears paid for the household by the T-RAP program. Enter the number of months represented in the total payment of rental arrears. Rental arrears includes current rent.*	Rent Payment Agreement Form	Columns M and N
Total Amount of Future Rent Paid and Number of Months[1] *Enter the total amount of future rent paid for the household by the T-RAP program. Enter the number of months represented in the total payment of future rent.*	Rent Payment Agreement Form	Columns O and P
Total Amount of Outstanding Utility and Home Energy Cost Arrears[1] *Enter the household's total utility arrears amount before any assistance since March 13, 2020.*	Utility Payment Agreement Form	Column Q

Total Amount of Utility and Home Energy Arrears Paid and Number of Months[1] *Enter the total amount of utility and home energy cost arrears paid for the household by the T-RAP program. Enter the number of months represented in the total payment of utility and home energy cost arrears. Arrears includes current utility and home energy costs.*	Utility Payment Agreement Form	Columns R and S

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [*Recipient to provide*]	DUNS Number: [*Recipient to provide*] Taxpayer Identification Number: [*Recipient to provide*]

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

_____

Authorized Representative:

Title: [*To be signed by chief executive officer if recipient is a local government.*]

Date signed:

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").

2. Repayment and reallocation of funds.

   a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.

   b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.

3. Availability of funds.

   a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.

   b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.

   c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.

4. Administrative costs.

   a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.

   b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.

5. Reporting.

   a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

   b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
   b. Federal regulations applicable to this award include, without limitation, the following:
      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; and/or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Ratify Agreement PSC-2021-GW-CTRAP with Goodwill Industries of the Columbia
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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 Commerce Treasury Rent Assistance Program is intended to prevent evictions by paying past due rent and past due utilities for households that are unable to pay, due to the COVID-19 pandemic.

Goodwill Industries of the Columbia will be providing rental assistance with the Commerce Treasury Rent Assistance Program for those in our community affected by COVID-19 who need rental assistance and utilities assistance.

Fiscal Impact

Amount: $2,000,000.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of $2,000,000.00.

Recommendation

- Sign the Ratified Agreement PSC-2021-GW-CTRAP with Goodwill Industries of the Columbia to provide rental assistance through the Commerce Treasury Rent Assistance Program.

Suggested Motion

Approve on the consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF RATIFYING THE AGREEMENT PSC-2021-GW-CTRAP BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA.

WHEREAS, the purpose of this Agreement is intended to prevent evictions by paying past due and future rent and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

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

WHEREAS, in order to release funding, the County Administrator executed the above agreement on May 4, 2021 under authority granted in Resolution 2020-258; and

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

BE IT RESOLVED, that the Board of County Commissioners hereby approves and ratifies agreement PSC-2021-GW-CTRAP, between Goodwill Industries of the Columbia for a grant amount of $2,000,000.00 from the Commerce Treasury Rent Assistance Program(CTRAP) executed by the Benton County Administrator on May 4, 2021; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments, necessary to Goodwill Industries of the Columbia for the disbursement of the Commerce Treasury Rent Assistance Program (CTRAP); and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on April 1, 2021 and ends on December 31, 2021.

Dated this.....day of ....., 2021

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2021-GW-CTRAP

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, a political subdivision with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter "COUNTY"), and **GOODWILL INDUSTRIES OF THE COLUMBIA, INC**, a Not-For-Profit Corporation, under the laws of the State of Washington with its principal offices at 815 N. Kellogg, Ste. A, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Statement of Work and;
b. Exhibit B - Budget
c. Commerce Treasury Rent Assistance Program Guidelines
d. US Treasury Emergency Rental Assistance Terms

2. DURATION OF CONTRACT

The term of this Contract shall begin on April 1,2021 and shall expire on December 31, 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. The CONTRACTOR shall provide financial assistance to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to COVID-19 outbreak and are at risk of experiencing homelessness or housing instability. A detailed description of the services to be performed by the

CONTRACTOR is set forth in Exhibit A, "Statement of Work" and Commerce's Treasury Rent Assistance Program Guidelines, which are attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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

d. The CONTRACTOR shall complete its work in a timely manner.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Ken Gosney
Address:	815 N. Kellogg, Ste. A Kennewick, WA 99336
Phone:	509-735-7238
Email:	kgosney@goodwillotc.org

b. For COUNTY:

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

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two millions

and no cents ($2,000,000.00), including W.S.S.T per Exhibit A "Budget".

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

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month 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.

i. Invoice will be provided by the County
ii. Supporting documentation will accompany the invoice
iii. C-RAP Monthly Report will accompany the invoice

d. 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.

e. 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.

f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections

without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **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 employer's liability.

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

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 subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

b. The CONTRACTOR warrants that it has not paid, nor has it

agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. DEBARMENT

The CONTRACTOR certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

d. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

12. 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.

13. 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.

14. COMPLIANCE WITH LAWS

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

15. 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.

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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 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.

24. 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.

25. 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.

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: 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).

27. 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.

28. 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 March 1, 2021.

Dated: 5/4/2021

FOR: BENTON COUNTY

Chairman

Per Resolution
Member

2020-258
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

g.

Dated: 4/26/2021

FOR: GOODWILL INDUSTRIES OF THE COLUMBIA INC

Signature

CEO
Title

Ken Gosney
Print Name

Approved to Content:

Human Services Manager

C-RAP Scope of Work

The Commerce Treasury Rent Assistance Program (C-RAP) Grant for Benton & Franklin Counties is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

The Commerce Treasury Rent Assistance Program Guidelines and US Department of the Treasury Emergency Rental Assistance documents shall be followed.

Eligibility and Prioritization

The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- Income at or below 80% of Area Median Income (AMI).
- Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or currently experiencing housing instability.

In addition to following the eligibility criteria, the following households must be prioritized:

- Income at or below 50% Area Median Income (AMI).
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

Performance Measurement

Grantees must ensure equitable access to C-RAP.

Equitable access means that the race and ethnicity of people entering T-RAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering C-RAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Data from all T-RAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:

- Ten percent of households served must be youth or young adults age 18-24, this includes emancipated 16 and 17 year olds.

Reporting

Grantee shall provide the C-RAP report weekly to the Counties to assist in ensuring duplication of services does not happen.

Local Variance

Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk and must first consult with County before implementation.

Goodwill Industries of the Columbia Inc
PSC-2021-GW-CTRAP
April 1, 2021 to December 31, 2021
Budget

Benton County Budget Line Item	Amount	
Rent Assistance	$	900,000.00
Operations	$	50,000.00
Administration (5%)	$	50,000.00
Total	$	1,000,000.00

Franklin County Budget Line Item	Amount	
Rent Assistance	$	900,000.00
Operations	$	50,000.00
Administration (5%)	$	50,000.00
Total	$	1,000,000.00

Guidelines

FOR THE

Treasury Rent Assistance Program (T-RAP)

March 1, 2021 through December 31, 2021

Version 1
March 2021

Table of Contents

1 Grant Basics 4

1.1 Overview 4

1.2 Program Goals 4

1.3 Program Purpose 4

1.4 Authorizing Statute and Fund Sources 5

2 Household Eligibility 5

3 Documenting Household Eligibility 6

3.1 Income 7

3.1.1 Allowable Income Documentation 7

3.2 Housing Status 8

3.3 Financial Hardship 8

3.4 Documenting Current Rent and Utility Arrears 9

3.4.1 Rent Payment Agreement Form 9

3.4.2 Leases 9

4 Allowable Expenses 10

4.1 Administration and Operations 10

4.2 Rent and Utilities 11

4.2.1 Calculating Maximum Rent Payment 12

4.2.2 Payments 12

5 Local Variance 13

6 Coordinated Entry 13

7 Grant Requirements 13

7.1 Performance Measures 13

7.2 By and For Sub Grants 14

7.3 Dispute Resolution Center Partnerships 15

7.4 Language Assistance Services Requirement 15

7.5 Changes to Guidelines 16

7.6 Fiscal Administration 16

7.6.1 Invoicing and Due Dates 16

7.6.2 Budget Revisions 16

8 Additional Requirements 17
8.1 Ineligible Use of Funds 17
8.2 Policies and Procedures (P&P) 17
8.2.1 Required P&P 17
8.2.2 Recommended P&P 18
9 Appendix 18
9.1 Reporting 18
9.1.1 Information to Retain 18
9.1.2 Information to Submit 19

1 Grant Basics

1.1 Overview

The Treasury Rent Assistance Program (T-RAP) Grant is part of Washington State's response to the COVID-19 pandemic. Funds are intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability.

The T-RAP Guidelines Questions & Answers (Q&A) are posted on the Commerce website : https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/

1.2 Program Goals

The program goals are:

- ✓ Prevent evictions.
- ✓ Target resources to very low income households who are unemployed.
- ✓ Promote equity in who is served, with a focus on equity for groups of people who historically have not been provided equitable access to rent assistance and those who have disproportionately been impacted by the COVID-19 outbreak: Latinx or Hispanic, young adults, Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander.

1.3 Program Purpose

The Office of Family and Adult Homelessness in the Housing Assistance Unit at the Department of Commerce administers state and federal funds to support homeless crisis response systems in Washington State.

The Treasury Rent Assistance Program is a critical resource in Washington State's response to the COVID-19 pandemic.

We expect Commerce grantees, including county governments and nonprofits, to be leaders, facilitating partnership among service organizations and promoting evidence-based, anti-racist practices.

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Grantees have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

This includes marginalized populations, Black, Native and Indigenous, People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not access mainstream support.

We are here to support your efforts. The Housing Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you understand your data so we can meet Washington's vision that no person is left living outside.

1.4 Authorizing Statute and Fund Sources

Federal Coronavirus Response and Relief Supplemental Appropriations Act.

2 Household Eligibility

There isn't enough funding to assist all of the households who may be eligible for rent assistance under this program. The purpose of the eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- ✓ Income at or below 80% of Area Median Income (AMI).[1]
- ✓ Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.[1]
- ✓ At risk of experiencing homelessness or currently experiencing housing instability.[1]

Eligibility criteria must be documented and kept in the household file. *See **Section 3 and the Household Information and Eligibility Form** for more information on documentation standards.*

The following households must be prioritized:

- ✓ Income at or below 50% Area Median Income (AMI).[1]
- ✓ Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.[1]

United States citizenship is NOT an eligibility requirement of this program.

[1] U.S. Department of the Treasury specific guidance

For the purposes of this program a household is the person or people that are obligated to pay rent on a residential dwelling and are seeking assistance together. Roommates sharing a residence, but who each have a separate lease, are not considered a household.

Households in informal rental agreements (e.g. staying with family/friends or in a motel long term) are able to receive financial assistance. *See **Section 3.4 Documenting Current Rent and Arrears** for more information on collecting leases and when a lease is unavailable.*

Households residing in subsidized housing are able to receive assistance if funds are not applied to costs that have been or will be reimbursed under any other assistance. If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive T-RAP assistance for the tenant-owed portion of rent or utilities that is not subsidized. [1]

Assistance received through this program should not count as a public benefit for the purpose of determining whether someone is considered a public charge. Public charge refers to non-US citizens who have received one or more public benefits, for more than 12 months within any 36-month period. A person considered a public charge is ineligible to become a lawful permanent resident.

Rental assistance provided through this program shall not be regarded as income.[1] Rent assistance received through this program is not regarded as a resource for purposes of determining the eligibility of the household or any member of the household for benefits or assistance, or the amount or extent of benefits or assistance, under any Federal program or under any State or local program financed in whole or in part with Federal funds.[1]

3 Documenting Household Eligibility

Household eligibility must be documented using the ***Commerce T-RAP Household Information & Eligibility Form.*** This Form and accompanying documentation must be kept in the household file and made available to Commerce on demand to confirm grant compliance. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.[1] See Form for more detailed information on documentation standards for each requirement.

If a household received financial assistance in the last 60 days and re-applies for assistance, their Household Information and Eligibility Form and documentation are still valid for additional services. If 60 days has passed, they need new eligibility paperwork. In either case, new Payment Forms are necessary for additional rent payments made on their behalf.

The most current version of the Form can be found at https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/.

3.1 Income

To determine income eligibility, grantees must consider the household's total gross income for calendar year 2020 ***or*** the household's current monthly income at the time of application.[1] Income verified for the calendar year 2020 does not need to be re-verified.[1]

If a household qualifies based on monthly income, the grantee must re-verify income eligibility every three months for the duration of assistance.[1]

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

3.1.1 Allowable Income Documentation

3.1.1.1 Source Documentation

Grantees should collect source documentation for income determinations when possible.[1] This can include paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer.[1]

An attestation from an employer should include the employees name, employers name, pay amount and frequency, average hours worked per week, amount of any additional compensation.[1]

Source documentation can also include a determination letter/statement from another local, state, or federal government assistance program that verified the household income on or after January 1, 2020.[1]

Source documentation is flexible and can include photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances.[1]

Electronic signatures for all documentation types are allowable.

3.1.1.2 Written Self-Declaration

Under limited circumstances, a grantee may rely on a written self-declaration from the household without income source documentation.[1] Grantees have discretion to allow for self-declarations when accommodating disabilities, extenuating circumstances related to the pandemic, a lack of technological access, or when a household's income, or a portion of it, is not verifiable due to the impact of COVID-19, has been received in cash, or the household has no qualifying income.[1]

When appropriate, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify their income eligibility.[1]

When a written self-declaration is used in place of source documentation, the grantee must re-

verify household income every three months for the duration of assistance.[1]

If relying on a self-declaration to document income eligibility, use the ***T-RAP Self Declaration Form***.

3.1.1.3 Annualizing Income

Use one of the following calculations to convert the wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

3.2 Housing Status

One or more individuals in the household must demonstrate a risk of experiencing homelessness or currently experiencing housing instability. This must be documented and may include:

- ✓ A past due utility notice or eviction notice, or[1]
- ✓ Statement from the landlord that verifies the household's housing instability (currently late on rent and/or has rental arrears). Verbal verification is allowable, use Household Information and Eligibility Form, or
- ✓ Self-declaration signed and dated by the household that verifies the applicant's housing instability (currently late on rent and/or has rental arrears, past due utilities, other housing instability details).

3.3 Financial Hardship

One or more individuals in the household must have qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19 that threaten the household's ability to pay the costs of the rental property when due.[1] This must be documented and may include:

- ✓ For documenting unemployment benefits:
  - Copy of most recent payment statement or benefit notice, or,[1]
  - Dated mail, fax, email verification, or verbal verification from unemployment administrator that includes amount, or
  - Written self-declaration signed by the applicant that one or more members of the household meets this condition.[1]
- ✓ For documenting all other types of financial hardship:
  - Written self-declaration signed by the applicant that one or more members of the household meets this condition.[1]

3.4 Documenting Current Rent and Utility Arrears

3.4.1 Rent Payment Agreement Form

The ***Commerce T-RAP Rent Payment Agreement Form*** must be completed for households seeking rent assistance. This form and accompanying documentation must be kept in the household file and made available to Commerce on demand to confirm grant compliance.

Landlords can initiate T-RAP financial assistance on behalf of their tenants.[1] Directions for landlords are detailed on the Form. The provider must still verify the household's eligibility.[1]

Landlord's initiating assistance must:

1. Provide the tenant with a copy of the Form, and[1]
2. Accept any payments received as satisfaction of the tenant's rental obligations, and[1]
3. Ensure the tenant signd the Payment Agreement Form at some point in the process. This can be initiated by the landlord or a grantee.[1] Electronic signatures are allowable.

Please ensure you are using the most current version of the Form by visiting the website at: https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/

3.4.2 Leases

Grantees must collect, if available, a current lease signed by the applicant household and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount.[1] The entire lease document doesn't need to be provided as long as the tenant and landlord signatures, payment amounts, and rental address are identified.

A lease is a document that contains the following components:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/term)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

3.4.2.1 Rental Adresss

In the absence of a lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee[1] including a written self-declaration of rental location from the household.

3.4.2.2 Rental Payment Amount

In the absence of a lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.[1]

In cases where the household does not have source documentation of the rental payment amount and uses a written self-declaration from the household, the monthly maximum amount of assistance must be 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides.[1] In this case, such assistance may only be provided for three months at a time, and the grantee must obtain source documentation of monthly rent after three months in order to provide further assistance.

4 Allowable Expenses

4.1 Administration and Operations

Grantees are charged with determining whether or not an expense is eligible based on federal CARES Act guidance including the U.S. Department of the Treasury Eviction Rent Assistance guidance.

An administrative or operations cost is eligible if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within your agency budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. For example:

- **Administrative** costs are allowable if they are direct expenses related to delivering financial assistance, housing stability, and meeting reporting requirements.[1]
- **Operations**, the administration of the T-RAP grant, is allowable.[1]

Below is an eligibility cost test that may also help with determining if a cost is allowable. If all responses for the particular incurred cost are "true" for all five statements below, then a grantee can feel confident the cost is eligible:

- The expense is connected to the COVID-19 emergency.
- The expense is "necessary".
- The expense is not filling a short fall in government or agency revenues.
- The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
- The expense wouldn't exist without COVID-19 OR would be for a "substantially different" purpose.

Grantees have the authority and flexibility to determine "necessary" or "substantially different."

Many costs are clearly eligible and others are in more of a grey area. One could probably justify some of the "grey area" costs based on the test, but are they directly addressing the immediate impacts? Possibly not. In these situations it may be safer and more appropriate to utilize another more flexible fund source.

Indirect costs are not allowable.[1]

4.2 Rent and Utilities

Households can receive up to 12 months of financial assistance.[1] Financial assistance can include a combination of rent and utility arrears, current rent and utility payments, future rent payments, and other housing costs related directly or indirectly to COVID-19.[1]

Rent

Rent arrears are when any rent payment is missed or past due, including when the current month's rent is past due. Assistance cannot be provided for arrears that were accrued before March 13, 2020.[1]

Future rent is the rent *after* the current month and can be made up to three months at a time.[1]

- ✓ Households can receive assistance with future rent only, if the household does not have rental arrears and/or the provider has already assisted the household with rental arrears.[1]

An additional three months of rent assistance can be provided if the household reapplies and is still experiencing housing instability, and has not already received the maximum amount of assistance (15 months).[1]

- ✓ After 12 months of assistance has been provided, households can receive an additional three months of financial assistance, totaling 15 months, if necessary to ensure housing stability.[1]

Utilities

Utilities and home energy costs are separately-stated charges related to the occupancy of rental property. They can include electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Utilities that are covered by the landlord within rent will be treated as rent. Utility only payments are allowable. Future utility payments are not allowable.[1] All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.[1]

Other housing costs include relocation expenses and rental fees (if a household has been temporarily or permanently displaced due to the COVID-19 outbreak), reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19), and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, telemedicine, and obtain government services.[1] Grantees should adopt policies that determine when covering this cost would be appropriate.[1]

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service.[1]

4.2.1 Calculating Maximum Rent Payment

Payments can be up to 150% of Fair Market Rent (FMR) and must not be more than the total amount due. FMR calculations do not need to include the cost of utilities.

In cases where the household does not have source documentation of the rental payment amount and relies on a written self-declaration from the household, the monthly maximum amount of assistance must be 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides.[1] In this case, assistance may only be provided for three months at a time and the household must also attest that they have not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation.[1] Grantees must obtain source documentation of the rental payment amount after three months in order to provide further assistance to the household.[1]

See the ***Commerce T-RAP Household Information and Eligibility Form*** for details on how to document.

4.2.2 Payments

Documentation of payments made to a landlord or utility provider on behalf of the household must be provided to the household.[1]

If the landlord or utility provider does not agree to accept payment from the grantee after outreach by the grantee, or the landlord cannot be reached, the grantee may make payments directly to the household for them to provide to the landlord or utility provider themselves.[1]

Grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments. Outreach will be considered complete if:

- ✓ A request for participation is sent in writing, by certified mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; or[1]

- ✓ If the grantee has made at least three attempts by phone or email over a 10 calendar-day period to request the landlord or utility provider's participation. All efforts must be documented. The cost of the mailing is an eligible administrative cost.[1]

The final outreach attempt or notice to the landlord must be documented.[1]

For payments made directly to households, grantees must have systems in place to ensure there is no duplication of payment.[1]

5 Local Variance

Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk. Grantees must first consult with their Commerce T-RAP grant coordinator before implementing. Examples include but are not limited to:

- ✓ Restricting income eligibility to less than 80% AMI (for example, using 50% AMI for eligibility and not just prioritization).
- ✓ Providing less than three months of future rent payments.
- ✓ Prioritizing households that are severely rent burdened.

6 Coordinated Entry

Lead grantees and subgrantees funded by this grant are not required to participate in the county or regional Coordinated Entry (CE) process for the purpose of this grant.

To support effective partnerships, grantees should actively create and maintain relationships with CE. Additionally, grantees should refer households to CE when their needs cannot be met by this grant assistance.

7 Grant Requirements

7.1 Performance Measures

Grantees must work to ensure equitable access to T-RAP.

Equitable access means that the race and ethnicity of people entering T-RAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering T-RAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:

- ✓ People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- ✓ Black or African American
- ✓ American Indian and Alaska Native
- ✓ Hispanic/Latinx

Additional performance target includes:

- ✓ Ten percent of households served must be youth or young adults age 18-24, *this includes emancipated 16 and 17 year olds.*

Data from all T-RAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Strategies to promote equity in services:

- Affirmatively market the program.
- Outreach to and develop meaningful connections with tribal communities, farmworkers and other marginalized communities.
- Demonstrate a commitment to hiring and promoting people from communities who are most impacted by COVID in your community.
- Provide interpretation services to ensure effective communication with people who have limited English proficiency.
- Translate all documents and marketing information (including website) into the most common languages spoken by those impacted by COVID in your community.
- Offer flexible intake and services such as mobile services, virtual services and outreach-based services.
- Ensure direct services staff have relevant cultural humility training and educational materials.

Grantees can review the performance targets for their service area by visiting the website at: https://www.commerce.wa.gov/serving-communities/homelessness/cares-act-and-state-rent-assistance/.

7.2 By and For Sub Grants

Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

Funds provided to sub grant to By and For organization/s can cover the costs associated with program outreach and assistance to marginalized communities. This can include acting as a referral source, outreach to marginalized communities, providing rental assistance to households directly, or other Operations activities related to T-RAP.

Marginalized communities may include ethnic and racial minorities; immigrants and refugees; individuals who are lesbian, gay, bisexual, and transgender; individuals with disabilities or who are deaf; and Native Americans.

7.3 Dispute Resolution Center Partnerships

Grantees must coordinate with their local Dispute Resolution Centers (DRC) if one exisits within their service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes.

There are many ways to partner with a DRC. The following list is not comprehensive and grantees should work towards a partnership that makes sense for their community.

- ✓ Subcontract to your local DRC to provide rent assistance.
- ✓ Train DRC staff on T-RAP paperwork.
- ✓ Utilize the DRC as a referral source for T-RAP applicants.
- ✓ Engage with DRC staff to help resolve communication challenges between landlords and households.
- ✓ Invite DRC staff to participate in rent assistance provider meetings.
- ✓ Partner households with DRC staff to help establish repayment plans when appropriate.
- ✓ Work with DRC mediators and staff to provide training opportunities to rental assistance providers, landlords, and tenants on the following:
    - Communication to prevent escalation
    - Collaboration for mutual gain
    - Collaborative negotiation
    - Feedback for positive landlord/tenant relationship

7.4 Language Assistance Services Requirement

Lead/subgrantees are required to ensure their customers with disabilities and those with limited English proficiency have access to vital information, and are responsible for ensuring meaningful language assistance services. This requirement can be fulfilled using 1) in-person interpretation: spoken and sign language or 2) remote interpretation using phone or video. Language interpretation costs are an eligible use of grant funds.

The following is a list of organizations that provide language interpretation services over the phone. This is not a comprehensive list or an endorsement of the services they provide; other organizations may be better suited to fulfill the language interpretation requirement:

Lionbridge: https://www.lionbridge.com/content-transformation-services/interpretation-services/
Language Link: https://www.language.link/telephonic-interpretation/
Linguistica: https://www.linguisticainternational.com/services/over_the_phone/

Commerce will assist with language access by translating the required public facing Forms into multiple languages, and can assist grantees with translation of other written materials as requested.

7.5 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

7.6 Fiscal Administration

7.6.1 Invoicing and Due Dates

Grantees must invoice Commerce at least monthly, and can invoice as frequently as weekly, for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices with expenses through December 31, 2021 are due January 30, 2022.

Commerce will monitor spending regularly to help ensure grantees are on track to spend out at least 65 percent of their award by September 30, 2021.

Beginning on September 30, 2021, the Department of Treasury will determine which grantees have obligated at least 65 percent of their award and reallocate the unobligated funds.[1] The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction.[1]

In August, Commerce will plan reallocations to meet the federal spending deadline. Grantees that do not meet the invoice deadlines will be subject to grant budget reductions and funds will be reallocated.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

7.6.2 Budget Revisions

Grantees can move funds between budget categories without needing an amendment. Submit budet revisions to your T-RAP Grant Coordinator via email for approval. The following restrictions on budget revisions apply:

Budget Category	Move to Other Category
Admin and Operations	Yes

Rent and Utility Assistance	No
By and For Subcontracting	No

8 Additional Requirements

8.1 Ineligible Use of Funds

Lead/subgrantees must inform Commerce if grant funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent ineligible use of funds.

8.2 Policies and Procedures (P&P)

The following policies and procedures are required and recommended for T-RAP grantees administering financial assistance.

8.2.1 Required P&P

8.2.1.1 Grievance Procedure

Grantees must have a written grievance procedure for households seeking or receiving services which includes the household's right to review decisions and present concerns to program staff not involved in the grievance. This procedure must clearly describe how households can request a review or report concerns and be accessible to all households seeking or receiving services.

8.2.1.2 Termination and Denial of Service Policy

Grantees must have a termination and denial policy. This policy must describe the reasons a household would be denied services and/or terminated from program participation, describe the notification process, and ensure households are made aware of the grievance procedure.

8.2.1.3 Written Self-Declaration Policy

Grantees must specify under what circumstances they will accept written self-declarations from the household without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud prevention procedures to prevent abuse.[1]

8.2.1.4 Eligibility and Prioritization Policy

Grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations.[1]

8.2.2 Recommended P&P

8.2.2.1 Unsafe or Unhealthy Living Conditions

Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.[1]

8.2.2.2 Internet Costs

Grantees should adopt policies that govern in what circumstances that they will determine that covering internet costs would be appropriate.[1]

8.2.2.3 Prioritization Policy

As part of the Prioritization Policy, grantees should document the preference system (for 50% AMI and unemployed) they plan to use and should inform all applicants about available preferences.[1]

9 Appendix

9.1 Reporting

Grantees are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation.

- ✓ Grantees within non-Balance of State CoCs may choose to report data in HMIS, but must still complete the Commerce T-RAP Report Form.
- ✓ Grantees within the Balance of State Continuum of Care (CoC) must not enter program data into HMIS. Enrollment into an existing CE project is allowable

Grantees must establish data privacy and security requirements for the information collected above that include appropriate measures to ensure that the privacy of the individuals and households is protected, that the information is collected and used only for the purpose of submitting reports, and provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.[1]

9.1.1 Information to Retain

Grantees must retain the following information:

Information to Retain	Located On
Landlord's name, address, social security number, tax identification number or DUNS number[1]	Rent Payment Agreement Form
Utility provider's name, address, social security number, tax identification number or DUNS number[1]	Utility Payment Agreement Form
Address of rental unit and city[1]	Rent Payment Agreement Form and Utility Payment Agreement Form

9.1.2 Information to Submit

Grantees must compile the following information using the T-RAP Report Form and email monthly, by the 20th of each month, following the month of service. Grantees must compile all subgrantee information into one report when submitting.

Grantees using local systems to store data may elect to produce a report rather than use the provided T-RAP Report Form. This is allowable if produced in an Excel or CSV file with the data elements listed below. Additionally, reports must be submitted with the same column labels as the T-RAP Report Form.

Summary Information	Located On	T-RAP Monthly Report Tab
Service Month *Enter the service month that the report represents. For example: If rents were paid in April 2021, the service month is April 2021 regardless of the rental arrear periods covered.*	Rent Payment Agreement Form	Column B
Number of Households Applied[1] *Enter the number of households who applied for the TRAP program in the service month.*	Internal Tracking	Column B
Number of Households that Received Assistance[1] *Enter the number of household that received TRAP assistance (rent or utility assistance) in the service month. This number should equal the number of filled rows on the Household Info Tab.*	Internal Tracking and →	Column B
Household Information	**Populate From**	**Household Info Tab**
Household ID *Create a unique household ID that your organization can connect to household documentation. You can use your own method for creating a Household ID. Do not use identifying information such as initials, name or social security number.*	Household Information and Eligibility Form	Column B
Youth & Young Adult Households *Select YES if the head of household is age 18-24, or 16-17 year old unaccompanied youth.*	Household Information and Eligibility Form	Column C
Gender, Race and Ethnicity[1] *Use the drop downs to select the gender, race and ethnicity of the head of household. Gender, race and ethnicity are self-identified. Staff observations should never be used to collect information on gender, race and ethnicity. Provide all options to every head of household applying .*	Household Information and Eligibility Form	Columns D-F

Number of Household Members *Enter the total number of household members, including the head of household.*	Household Information and Eligibility Form	Column G
Number of Household Members Under 18 *Enter the total number of household members under the age of 18. Include the head of household if they are under the age of 18.*	Household Information and Eligibility Form	Column H
Total Monthly Income[1] *See section 3.1 on income.*	Household Information and Eligibility Form	Column I
Household AMI Tier[1] *Select the income tier for the household.* • *30 percent AMI or less* • *Between 30 percent AMI and 50 percent AMI* • *Between 50 percent AMI and 80 percent AMI* *To determine AMI go to https://www.huduser.gov/portal/datasets/il/il2020/select_Geography.odn and "Click Here for FY 2020 IL Documentation". Select Washington - WA. Then select a county. Click "View County Calculations". Use the household's annual income and number of household members to determine the income tier.*	Household Information and Eligibility Form	Column J
Monthly Rent Amount[1] *Enter the household's total monthly rent amount.*	Rent Payment Agreement Form	Column K
Total Amount of Outstanding Rental Arrears[1] *Enter the household's total rent arrears amount before any assistance since March 13, 2020.*	Rent Payment Agreement Form	Column L
Total Amount of Rental Arrears Paid and Number of Months[1] *Enter the total amount of rental arrears paid for the household by the T-RAP program. Enter the number of months represented in the total payment of rental arrears. Rental arrears includes current rent.*	Rent Payment Agreement Form	Columns M and N
Total Amount of Future Rent Paid and Number of Months[1] *Enter the total amount of future rent paid for the household by the T-RAP program. Enter the number of months represented in the total payment of future rent.*	Rent Payment Agreement Form	Columns O and P
Total Amount of Outstanding Utility and Home Energy Cost Arrears[1] *Enter the household's total utility arrears amount before any assistance since March 13, 2020.*	Utility Payment Agreement Form	Column Q

Total Amount of Utility and Home Energy Arrears Paid and Number of Months[1] *Enter the total amount of utility and home energy cost arrears paid for the household by the T-RAP program. Enter the number of months represented in the total payment of utility and home energy cost arrears. Arrears includes current utility and home energy costs.*	Utility Payment Agreement Form	Columns R and S

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [*Recipient to provide*]	DUNS Number: [*Recipient to provide*] Taxpayer Identification Number: [*Recipient to provide*]

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

_____

Authorized Representative:

Title: [*To be signed by chief executive officer if recipient is a local government.*]

Date signed:

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").

2. Repayment and reallocation of funds.

   a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.

   b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.

3. Availability of funds.

   a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.

   b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.

   c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.

4. Administrative costs.

   a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.

   b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.

5. Reporting.

   a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

   b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

   a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

   a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; and/or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	05/18/2021
Subject:	First Amendment Benton-Franklin Community Action Committee (CDBG-CV-1)
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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 first amendment contract number 2020-2023 CDBG-CV1-CAC between Benton County and Benton-Franklin Community Action Committee to make changes to the Scope of Work.

Fiscal Impact

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a contract amount of $280,929.

Recommendation

- Sign the Resolution to accept the proposed first amendment agreement
- Approve the proposed agreement by signing all the copies where indicated
-

Suggested Motion

To approve signing First Amendment Agreement #2020/2023-CDBG-CV1-CAC between Benton County and Benton-Franklin Community Action Committee, and to authorize the Chair to sign on behalf of the Board.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING FIRST AMENDMENT CONTRACT NUMBER: 2020-2023 CDBG-CV1-CAC BETWEEN BENTON COUNTY AND BENTON-FRANKLIN COMMUNITY ACTION COMMITTEE

WHEREAS, Resolution 2020-962, Washington State Department of Commerce executed a contract with Benton County contract #20-6221C-103; and

WHEREAS, the purpose of this First Amendment is to make changes to the Scope of Work; and

WHEREAS, Benton County will make $280,929.00 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Benton-Franklin Community Action Connections; and

WHEREAS, these funds will be used only for clients impacted by the Coronavirus (COVID-19) pandemic CDBG eligible public services; and

WHEREAS, the grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between March 27, 2020 and January 31, 2023; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, the First Amendment to Community Development Block Grant (CDBG-CV1), Public Services Grant between Washington State Department of Commerce, Local Government Division, and Benton County for a contract amount of $280,929.00; and

BE IT FURTHER RESOLVED, that the Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Community Development Block Grant (CDBG-CV-1), Public Services Grant; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on March 27, 2020 and ends on January 31, 2023.

Dated this.....day of....., 2021

_____
Chairman of Board

_____
Member

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

Attest: _____
Clerk of the Board

Originals: Benton Commissioners, Human Services T.McKeirnan

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
FIRST CONTRACT AMENDMENT TO AGREEMENT #2020/2023-CDBG-CV1-CAC

This First Contract Amendment Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services** with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY") and **Benton-Franklin Community Action Committee**, a non-profit public benefit corporation organized under the laws of the State of Washington, doing business as Community Action Connections, with its principal offices at 710 West Court Street, Pasco, WA 99301, (hereinafter "Subrecipient").

County's Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: kyle.sullivan@co.benton.wa.us

Subrecipient Contact Information:
Judith A. Gidley, Executive Director
Benton-Franklin Community Action Committee
710 West Court Street
Pasco, WA 99301
Phone: 509.545.4042
Fax: 509.544.9691
E-Mail: jgidley@bfcac.org

Agreement Start Date ..... March 27, 2020
Agreement End Date ..... January 31, 2023

Consideration $280,929.00

Attachment A ..... Scope of Work
Attachment B ..... Services Budget
Attachment C ..... Partner Participation Agreement
Attachment D ..... Housing Resource Center Guidelines
Attachment E ..... Department of Commerce CDBG-CV1 Contract 20-6221C-103

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Subrecipient:

Judith A Gidley 4/29/21
Executive Director Date

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:
Department of Human Services

Approved as to Form:
Benton County Prosecutor's Office

WHEREAS, the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of the COUNTY selected to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant-Coronavirus (CDBG-CV1) Program in compliance with all applicable local, state, and federal laws, regulation, and policies; and

WHEREAS, the COUNTY has applied for and received a CDBG-CV1 award, contract number 20-6221C-103, to fund the Project with Federal Award Identification Number (FAIN) B-18-DC-53-001; and

WHEREAS, it benefits the COUNTY to engage the Subrecipient to accomplish the Scope of Work (Attachment A) and the objectives of the local CDBG-CV1 project.

WHEREAS, this First Amendment is necessary to make changes to the Scope of Work; and

NOW THEREFORE, the parties agree that:

1. SCOPE OF WORK

A. COUNTY Responsibilities

The COUNTY is responsible for administration of the CDBG-CV1 contract and for ensuring that CDBG-CV1 funds are used in accordance with all program requirements (24 CFR 570.501(b)) and the COUNTY's CDBG-CV1 contract with Commerce, attached hereto as Attachment E and incorporated herein by reference. The COUNTY will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient agrees to the terms, conditions, obligations, and requirements of this Agreement and those set forth in the CDBG-CV1 contract with Commerce (Attachment E).

The Subrecipient will complete in a satisfactory and proper manner, as determined by the COUNTY, the tasks described in the Scope of Work in Attachment A and the Budget in Attachment B, both of which are attached hereto and incorporated herein by reference, in order to accomplish the objectives of the CDBG-CV1 project.

The Subrecipient agrees to participate with Benton County Department of Human Services in the Housing Resource Center's Coordinated Entry System. Accordingly, Subrecipient agrees to enter into a Partner Participation Agreement with the Department of Human Services, as set forth by the Partner Participation Agreement (Attachment C, which is attached hereto and incorporated herein by reference), and designate an individual within its organization to attend all housing provider meetings set up by the Department of Human Services. Subrecipient agrees to follow the Housing Resource Center guidelines set forth by Attachment D, attached hereto and incorporated herein by reference.

The Subrecipient will periodically meet with the COUNTY, at the COUNTY's discretion, to review the status of these tasks.

2. TIME OF PERFORMANCE

The time of performance for this Agreement is March 27, 2020 through January 31, 2023, unless otherwise terminated as set forth herein.

3. BUDGET

The Subrecipient shall follow the budget approved by Commerce and the COUNTY (see Attachments B and E). The COUNTY may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the COUNTY. Any amendments to the budget must first be reviewed by the COUNTY for a determination as to whether the amendment is consistent with the County's CDBG-CV1 contract with Commerce and, if determined to be consistent, then may be approved in writing by the COUNTY and the Subrecipient.

4. PAYMENT

The COUNTY shall reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Work (Attachment A).

Reimbursement under this Agreement will be based on billings supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with CDBG-CV1 funds through the Washington State CDBG-CV1 Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

A. Subrogation and Duplication of Benefits

The CARES Act provides that there are adequate procedures in place to prevent any duplication of benefit as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442). HUD requires each subrecipient have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, the subrecipient must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source. Any person or entity (including subrecipients) receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and to assess whether the use of CDBG-CV funds will duplicate financial assistance already received or is likely to be received by acting reasonably, subrecipients must have a method to evaluate need and the resources available to meet that need. CDBG-CV funded activities will prevent, prepare for, and respond to the coronavirus

5. PERFORMANCE MONITORING

The COUNTY will monitor the performance of the Subrecipient as outlined in the attached Scope of Work (Attachment A) by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG-CV1 funds, overseeing compliance with CDBG-CV1 requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement.

The COUNTY shall notify the Subrecipient when it identifies substandard performance. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

6. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

1. The requirements of Title 24 of the Code of Federal regulations, Part 570 (HUD regulations concerning CDBG-CV1); and

2. All other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this Agreement.

B. CDBG-CV1 National Objective

The Subrecipient certifies the activities carried out under this Agreement will meet a CDBG-CV1 Program National Objective as defined in 24 CFR 570.208.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Hold Harmless and Indemnification

The Subrecipient will hold harmless, defend, and indemnify the COUNTY and it officers, officials, employees, and agents from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. Provided, that the Subrecipient'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 any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the Subrecipient, anyone directly or indirectly employed by the Subrecipient, or anyone for whose acts any of them may be liable, the indemnification obligation in this Agreement 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 Subrecipient under Workers' Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Subrecipient expressly waives any immunity the Subrecipient might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Agreement, the Subrecipient 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 Subrecipient makes with any sub-subrecipient or agent performing work hereunder. Subrecipient's obligations under this section shall survive termination and expiration of this Agreement.

The Subrecipient'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 Subrecipient or the Subrecipient's employees, agents, or subrecipients.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Subrecipient 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 Subrecipient and employees of any subrecipient or sub-subrecipient. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Subrecipient 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, Subrecipient waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers' compensation, employers liability, commercial liability, or commercial umbrella liability insurance.

If Subrecipient or sub-subrecipient 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, Subrecipient shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to Subrecipient or subrecipient employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by Subrecipient pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to Subrecipient for performance of this Agreement.

F. Insurance & Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum, will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.

Professional Liability Insurance: Prior to the start of work under this Agreement, the Subrecipient shall secure and maintain at its own expense Professional Liability Insurance appropriate to the Subrecipient's profession, which must be written subject to limits of not less than one million dollars ($1,000,000) for 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 Subrecipient's services defined in this Agreement. Coverage shall not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Subrecipient's services as defined by this Agreement. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Subrecipient 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 Agreement. Subrecipient shall annually provide COUNTY with proof of all such insurance.

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

$2,000,000 General Aggregate
$1,000,000 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 Subrecipient's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The Subrecipient 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 provisions of this Agreement. Subrecipient'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.

Subrecipient 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

Automobile Liability: The Subrecipient shall maintain, during the life of this Agreement, Commercial Automobile Liability Insurance (Policy Form CA0001, or equivalent coverage) in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect Subrecipient from claims which may arise from the performance of this Agreement, whether such operations are by the Subrecipient or by anyone directly or indirectly employed by the Subrecipient. Commercial Auto Liability Insurance shall include coverage for owned, non-owned, and hire autos. Covered auto shall be designated as "Symbol 1" any auto. Subrecipient waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

Other Insurance Provisions:

1. The Subrecipient'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.

2. The Subrecipient'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 Subrecipient'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 Subrecipient shall include all Subrecipients as insureds under its policies or shall furnish separate certificates and endorsements for each subrecipient. All coverage for Subrecipients 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 Subrecipient 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 Agreement, except for Professional Liability Insurance, shall be written on an Occurrence Policy form.

Verification of Coverage and Acceptability of Insurers:

All insurance required under this Agreement 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 Subrecipient, other than Professional Liability, Auto Liability and Workers' Compensation, shall specifically include the COUNTY as an "Additional Insured" 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 and its elected and appointed officials, employees, and agents shall be excess of the Subrecipient's insurance and shall not contribute to it.

2. Certificates of Liability Insurance must be provided to the COUNTY's Contract Representative set forth on the Agreement cover sheet.

3. All written notices under this section, and notice of cancellation or change of required insurance coverages, shall be mailed to the COUNTY's Contract Representative referenced on the Agreement cover sheet.

4. The Subrecipient or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the COUNTY's Contract Representative on the Agreement cover sheet.

5. Prior to receiving funds under this Agreement, the Subrecipient must furnish to the COUNTY a properly executed certificate of insurance or a signed policy endorsement that clearly evidences all insurance required under this section. The certificate(s) must, at a minimum, list limits of liability and coverage. The certificate(s) must provide that the underlying insurance contract may not be cancelled or allowed to expire except upon thirty (30) days prior written notice to the COUNTY.

G. Funding Source Recognition

The Subrecipient will insure recognition of the roles of Commerce, the Washington State CDBG program, and the COUNTY in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The COUNTY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY's governing body. Such amendments shall not invalidate this Agreement, nor may they relieve or release the COUNTY or Subrecipient from their obligations under this Agreement.

I. Suspension or Termination

In accordance with 2 CFR 200.338-9, the COUNTY may suspend or terminate this Agreement if the Subrecipient fails to materially comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

2. Failure of the Subrecipient, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the COUNTY of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the COUNTY or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety.

7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient must maintain all records required by the federal regulations specified in 24 CFR 570.506 pertinent to the activities to be funded under this Agreement and those described in the CDBG Management Handbook. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the civil rights components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 2 CFR 200.333;
g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable federal, state, and local laws and regulations applicable to CDBG-funded construction projects; and
h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

The COUNTY, the Washington State Department of Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Subrecipient for a period of six (6) years after final audit of the COUNTY'S CDBG contract, unless a longer period is required to resolve audit findings or litigation. In such cases, the COUNTY shall request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the COUNTY, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

A Subrecipient that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient must comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY periodic reports pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement must comply with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient must transfer to the COUNTY any CDBG-CV1 funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG-CV1 National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the COUNTY is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG CV-1 National Objective for this ten-year period of time, the Subrecipient will pay the COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG CV-1 program's approval. Such payment will constitute program income to the COUNTY. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the COUNTY for CDBG CV-1-eligible activities as approved by the CDBG CV-1 program or (b) retained after compensating the COUNTY.

8. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:
Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:
No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended:
No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended:
No otherwise qualified individual may be excluded, solely by reason of his or her disability, from participation in any program or activity (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990:
Subject to the provisions of this title, no qualified individual with a disability may be excluded by reason of such disability from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this Agreement must comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. The Subrecipient must send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Subrecipient must include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Subrecipient may not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the Subrecipient from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY and Commerce.

Conflict of Interest

No member of the COUNTY'S governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest shall be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

a. The Subrecipient certifies, by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. If the Subrecipient is unable to certify to any of the statements in this Agreement, the Subrecipient shall attach an explanation to this Agreement.
c. The Subrecipient further agrees by signing this Agreement that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or Commerce reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10. PERFORMANCE WAIVER

The COUNTY'S failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this Agreement.

Scope of Work

Service Programs:

Community Action Connections (CAC) will use funds to provide direct public services that is **Coronavirus** related and that will principally benefit low – and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. CAC will continue to serve and improve the rural services with our bi-lingual staff that is trained to provide services under all applicable grants administered by CAC.

Services may include direct resource/referral, rental and utility assistance that are in the arrears. CAC will travel to non-entitled area of Benton & Franklin Counties to provide Coordinated Entry Services. Services will be provided in both English and Spanish.

The Family Development Specialist (FDS) staff will complete household eligibility, assessment of needs and delivery of services in the rural non-entitlement areas of the counties. Staff will be stationed at the point of delivery in Connell serving residents of Connell, Mesa, Basin City and Kahlotus during designated days/times. CAC staff will provide services that match the client needs. CAC provides a posted/advertised phone number reserved for rural clients to call toll free to arrange for services in Connell on designated days. Residents of Benton City and West Richland may either apply at our Prosser Office and/or our Pasco Office, dependent on the days/times staff is available.

Direct Client Services

- Eviction Rent: At no time will the amount exceed the actual amount needed to obtain housing.
- Eviction Prevention Rent: not to exceed 6 months of rent and must be in the arrears. Household must be eligible using the HRC screening tool.
- Utility Costs (Electricity, Gas, Propane, Wood, and Water/Sewer): Utility/energy assistance is available for those clients enrolled and only provided after documentation that either the client is not eligible for LIHEAP or Helping Hands programs or no funds are available. Water assistance is also available but requires a shut off notice and can be no more than the amount that is required to retain or re-start the service.
- Payments are intended to prevent eviction.

Resource and Referral Services

CAC will use in-kind donations such as:

- Basic Food Eligibility
- Diapers and Depends
- Project Warm-up
- Winter Coats

Attachment B

SERVICES BUDGET

Purpose: To deliver the direct services listed in Attachment A, "Scope of Work"

Cost Categories:

Staffing	$70,232.00	*Salary and benefits for .50 FTE providing direct services, to be documented by payroll records*
Goods and services	$7,200.00	*Costs must be tied to the delivery of the CDBG public service*
Subsistence Payments	$190,897.00	*Costs must be for eligible services described in Scope of Work (Attachment A)*
Equipment	$0	*Office mobile equipment*
Travel	$6,600.00	*Cost must be tied to the delivery of the CDBG public service*
Admin Costs	$6,000.00	*Must be tied to a CDBG public service through the community action program's approved cost allocation plan*
TOTAL	$280,929.00	*(Not to include county administration funds)*

Budget Narrative:

Staffing: $ 70,232.00

- Salary and Benefits for .50 FTE

Goods & Services: $7,200.00

- Office/Operating Services – $240 per month/total 12 months = $2,880.00
- Telecommunications (Wi-Fi and Cell phone) – $60 per month for 6 months = $360.00 and must be in the arrears.

Subsistence Payments: $190,897.00

Examples of Direct Services:

- Prevention Rent – actual amount up to FMR – not to exceed 6 months arrears
- Utility Costs – actual cost to prevent shut off after LIHEAP or Helping Hands

Equipment Purchase: $0

Travel: $6,600.00

- Travel is based on travel reimbursement costs of $0.545 per mile and subject to change based on WA State mileage and per diem rate. Average cost per month is $254.00 Washington State Office Financial Management for mileage reimbursement rate.

Admin Cost Allocation: $6,000.00

- Cost allocation is based on $250 per month X 24 months = $6,000. CAC allocates its general costs of administration not readily identifiable to a specific grant in as administrative cost allocation plan. Costs are allocated based on FTE percentage of the number personnel working in any program. This includes insurance, agency telephone services, professional services, etc. This process has been accepted by the Department of Commerce and CAC's auditor for over 16 years.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Approving the Benton County Website Redesign Update from Municipal One.
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 July 10, 2012, per Resolution 2012-369 the Board approved an agreement between Benton County and MunicipalCMS LLC now Municipal One for hosting the County Website. Municipal One still offers a cost effective and productive platform for the County to use to interact with the public. IT has received a quote to update the County's website providing additional features and services which includes ADA improvements, improved icons and graphics, enhanced search engine, updated admin system tools, emergency site-wide banners, friendly URL management, Blogs, and video hosting. Municipal One one-time and yearly costs were added and approved in IT's 2021-2022 budget.

Fiscal Impact

Amount: **One-time costs of $9,800 and 12-month annual costs of $9,500 excluding WSST.**

Fund: **Information Technology's 2021-2022 approved budget.**

Recommendation

Information Technology recommends that the Board approves updating the County's existing website from Municipal One LLC. in an amount not to exceed one-time costs of $9,800 and 12-month annual costs of $9,500 excluding WSST.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING BENTON COUNTY WEBSITE REDESIGN FROM MUNICIPAL ONE

WHEREAS, on July 10, 2012, per Resolution 2012-369 the Board of Benton County Commissioners signed an agreement between Benton County and MunicipalCMS now Municipal One; and

WHEREAS, Municipal One still offers a cost effective and productive online platform to interact with Benton County constituents; and

WHEREAS, Information Technology recommends the Municipal One Website Redesign which includes ADA improvements, improved graphics, enhanced search engine, emergency site-wide banners, friendly URL address management, and video hosting; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation approving the Benton County Website Redesign from Municipal One; and

BE IT FURTHER RESOLVED, the Chairman of the Board is approved to sign Municipal One's Website Redesign Quote for Benton County, Washington; and

BE IT FURTHER RESOLVED, the Board authorizes a one-time payment in an amount not to exceed $9,800 excluding Washington State Sales Tax for the website upgrade and new design which includes a 12-month annual subscription; and

BE IT FURTHER RESOLVED, the Board authorizes the Information Technology Manager to renew Municipal One's subscription every 12-months in an amount not to exceed $9,500 each year excluding Washington State Sales Tax.

Dated this 18 day of May , 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

MunicipalOne®

One community. One platform. One solution.

Website Redesign Quote for Benton County, Washington

The following quote includes a design update of the Benton County website to bring the site structure into compliance with WCAG 2.1 A and AA accessibility guidelines and the incorporation and integration of new administrative tools and features.

Optional costs are provided for the addition of a password-protected employee extranet portal and the integration of Municipal Open Records, our public records request management system. Quotes for additional product integrations are available upon request.

Pricing is valid through July 30, 2021.

Municipal One
19570 County Line Road
Smithville, MO 64089
816.207.2110

Contact: Toni Oesterle
Toni@MunicipalOne.com
www.MunicipalOne.com

One-Time Redesign Cost

Analysis & Redesign Services: **$9,800**

- Mobile-responsive ADA-compliant design
- New icons and graphics
- Upgraded search engine
- Touch up pages to ensure consistency with the font styles, sizes, colors, etc.
- Update admin system with new tools including:
  - Emergency Alert banner for site-wide alerts
  - Photo-rich news with built-in photo library, image upload, and default images
  - Photo-rich calendar with built-in photo library, image upload, and default images
  - Graphic and photo buttons for a more engaging user experience
  - Friendly URL/shortcut manager
  - Blogs
  - Video library for externally-hosted videos
  - Updated accessibility tools

Annual Recurring

Annual CMS License, Support, and Hosting **$9,500**

- Unlimited User Licenses
- Premium Security with Disaster Recovery
- DDoS Mitigation
- One SSL Certificate
- Unlimited Technical Support (7 am – 7 pm CT, Monday-Friday)
- 24/7 Emergency Support
- Help Videos, Tutorials, and Resource Center
- Server Storage not to exceed 50 GB

Choose Your Upgrades

MunicipalExtranet

$6,800

- Municipal Extranet Portal Annual Subscription
- Unlimited Users
- Photo-Rich News
- Photo-Rich Calendar
- Employee Documents
- Employee -Only Pages

OpenRecords

$6,800

- Municipal Open Records Annual Subscription
- Public Portal
- Unlimited Submissions
- 15 User Licenses
- Workflow Management
- Reporting and Administrative Management

MunicipalBundle

$12,000

- Annual Subscription Bundle Extranet and Open Records
- Unlimited Extranet Users
- 15 Open Records User Licenses

Choose or Bundle

Other available integrations include 311 request tracking, applicant tracking, paperless licensing and permitting, text messaging, facility reservations, and recreation management. To build your own bundle, contact us for pricing.

MunicipalOne®

Service Quote and Order Form

CLIENT: Benton County Washington 660 Market Street Prosser, WA 99350 CONTACT: Robert Heard IT Manager 509-786-5603 Robert.Heard@co.benton.wa.us	Municipal One, LLC 19570 County Line Road Smithville, MO 64089 816-207-2110 sales@municipalone.com

Choose Your Solution:

- ☐ Website Upgrade and New Design
  $9,800 due with contract signing / $9,500 per year

- ☐ Municipal Extranet – Unlimited User Licenses
  $6,800 per year*

- ☐ Municipal Open Records – 15 User Licenses
  $6,800 per year*

- ☐ Bundle Municipal Extranet – Unlimited Users and Municipal Open Records – 15 User Licenses
  $12,000 per year*

Terms:

1. Annual subscription includes twelve months of service beginning on the date of contract signing.
2. Annual fees are paid in advance and due on the anniversary of contract signing.
3. Additional user licenses are available for an additional fee.
4. This agreement is subject to Municipal One Terms and Conditions which can be found at https://www.municipalone.com/terms

Agreed To By:	CLIENT	MUNICIPAL ONE
Signature of Authorized Person:	_____	Toni
Name of Authorized Person:	Jerome Delvin	Toni Oesterle
Title of Authorized Person:	Chairman, Board of Benton County Commissioners	Director of Client Services
Date:	May 18, 2021	5/3/2021

_____ Approved as to Form
Eric Andrews, Benton County
Deputy Prosecuting Attorney

ade. Pricing valid through July 30, 2021.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE CENTER FUND NUMBER 0115101, DEPARTMENT NUMBER 171

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile - Operations Dept Nbr: 171

Fund Name: Juvenile Center Fund Nbr: 0115101

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
527.100	3111	Publications	$3,430	527.100	3508	Computer Replacement	$3,430
TOTAL			$3,430	TOTAL			$3,430

Explanation:

This LIT is necessary to allow for the purchase of a large TV and wall mount for one of the classrooms in Detention that will be used for programing, training and meeting.

Prepared by: Shela Berry Date: 07-May-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 5/4/21 BC 5/18/21
Subject:	Personal Services Contract with Michael Henry, MS, ABS
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

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

Michael Henry MS, ABS, is a certified sex offender treatment provider. He has contracted with this Court since 1990 providing assessment and treatment services to the Special Sex Offender Disposition Alternative (SSODA) program.

Mr. Henry's current contract expires June 30, 2021. The Benton-Franklin Counties Juvenile Justice Center wishes to continue contracting with Mr. Henry. The attached Personal Services Contract commences on July 1, 2021 and expires on June 30, 2023.

Fiscal Impact

The fiscal amount shall not to exceed $75,000.00. These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Michael Henry MS, ABS and Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING MICHAEL HENRY, MS, ABS, A PERSONAL SERVICES CONTRACT TO PROVIDE SERVICES AND TREATMENT TO FIRST-TIME ADJUDICATED SEX OFFENDERS

WHEREAS, per resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton and Franklin Counties has a contract with Michael Henry, MS, ABS, to provide services and treatment to first time adjudicated sex offenders from July 1, 2019 through June 30, 2021 via Benton County Resolution numbered 2019-484 and Franklin County Resolution numbered 2019-196; and

WHEREAS, the Juvenile Administrator recommends entering into a new Personal Services Contract; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Michael Henry in an amount not to exceed $75,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Personal Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2021 and expires on June 30, 2023.

DATED this_____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this_____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Henry, 1-Juvenile

R. Garcia

BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place Ste. 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **Michael Henry MS, ABS**, a corporation organized under the laws of the State of Washington with his principal office at PO Box 429, Richland, WA 99352-0429(hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin on **July 1, 2021** and shall expire on **June 30, 2023**. 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.

2. SERVICES PROVIDED

a. Pursuant to RCW 13.40.160, the Contractor shall provide the following services for selected first-time, adjudicated sex offenders:

1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:

a. Respondent's version of the facts;
b. Official version of the facts;
c. Respondent's offense history;
d. Assessment of problems in addition to the alleged deviant behaviors;
e. Respondent's, social, educational, and employment situation;
f. Other evaluation measures used; and
g. Amenability to treatment and risk to the community.

2. Develop a proposed treatment plan that includes:

   a. Frequency and type of contact between offender and treatment providers;
   b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
   c. Monitoring plans including any requirement regarding living conditions; lifestyle requirements, and monitoring by family members, legal guardians, or others;
   d. Anticipated length of treatment, and
   e. Recommended crime-related prohibitions.

3. Provide treatment that complies with WAC Chapter 246-930 and the rules adopted by the Department of Health, and that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator.

4. Submit, at the request of the Juvenile Probation Counselor, a six-month Court Review Treatment Report, that includes at minimum the following: Dates of attendance, respondent's compliance with requirements, treatment activities, respondent's relative progress in treatment, formal risk assessments to include at minimum the Structured Assessment of Violence Risk Youth (SAVRY) and Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR), modifications to the treatment plan, and any other material specified by the court at the time of disposition.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

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

d. The CONTRACTOR shall complete its work in a timely manner and

in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTIES 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 COUNTIES.

3. 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: Michael Henry, MA, ABS.
660 George Washington Way #F
PO Box 429
Richland, WA 99352-0429
Phone: (509) 946-8182
Email: **triniman09@aol.com**

b. For COUNTIES: Darryl Banks, Administrator
5606 West Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Email: **Darryl.Banks@co.benton.wa.us**

4. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rate of $85.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.

b. At the rate of $800.00 for each typed assessment that meets SSODA requirements.

c. At the rate of $170.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.

d. At the rate of $80.00 per hour for Provider meetings.

e. At the flat rate of $80.00 for each six-month Court Review Treatment Report.

f. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed Seventy-Five Thousand Dollars ($75,000.00).

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

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

i. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

j. 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 COUNTIES, the COUNTIES 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.

k. 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.

5. 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 COUNTIES.

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

6. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES 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 COUNTIES. 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 COUNTIES or its officers, officials, employees or agents.

b. In any and all claims against the COUNTIES 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 [6] 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.

7. 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 will 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 COUNTIES with proof of all such insurance.

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. 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.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is

required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. 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 COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES 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 COUNTIES 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 COUNTIES.

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 [6]. 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 COUNTIES or its elected and appointed officers, officials, employees or agents.

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES 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 COUNTIES 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, except for professional liability under Section **[7(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 a 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 and Franklin Counties Risk Managers. 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 and Auto Liability shall specifically include the COUNTIES 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 COUNTIES. Any insurance or self-insurance

maintained by the COUNTIES 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 COUNTIES' Contract Representative referenced in Section 3.b.

3. All written notices under this Section **[7]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3. b.

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 and Franklin Counties Risk Manager to the following address: Benton-Franklin Counties Juvenile Justice Center 5606 West Canal Place, Suite 106, Kennewick WA 99336.

8. TERMINATION

a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES 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 COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES 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 COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its

discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

d. The CONTRACTOR shall have a right to terminate this Agreement upon ten (10) days advance written notice to the COUNTIES in the event the COUNTIES fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

9. 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 COUNTIES.

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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. 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 **[4]** of this Contract,

and neither the CONTRACTOR nor its employees are entitled to any COUNTIES' 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 COUNTIES' 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 COUNTIES.

d. 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 COUNTIES' Contract Representative or designee.

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.

2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor and/or Counties shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or

volunteers who may or will have regular access to any client/juvenile.

3. In addition, the Contractor and/or Counties may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and 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 COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree 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 there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, 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 COUNTIES of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES 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 COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES' 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 COUNTIES or acquired by the COUNTIES in

performance of this Contract, except upon the prior written consent of the COUNTIES' authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES 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 and Franklin Counties, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTIES, 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 **[6]** and **[17]**); extended reporting period requirements for professional liability insurance (Section **[7(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 COUNTIES learn 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 COUNTIES 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 COUNTIES 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 COUNTIES are 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 COUNTIES 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 COUNTIES 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 COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree 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 July 1, 2021.

The parties specifically certify that the provisions contained within Section **7** are mutually negotiated.

Michael Henry, MS, ABS	**Benton Franklin Counties Juvenile Justice Center**
4-15-2021 **Michael Henry, MA, ABS** **Date**	4-19-2021 **Darryl Banks** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: 04/16/21 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY SALES TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 115 TO 121.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, Sheriff

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Sheriff Patrol Dept Nbr: 115 to 121

Fund Name: Public Safety Sales Tax Fund Nbr: 0148101

TRANSFER FROM: 115 TRANSFER TO: 121

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.303	4102	Contract Services	$10,000	594.210	6401	Capital Outlay	$10,000
TOTAL			$10,000	TOTAL			$10,000

Explanation:

To appropriate funding for Capital Outlay for Sales Tax for Personal Service Contract Refurbishment of BCSO's 23' TT Hull #1165 with SAFE Boat International.

Prepared by: Linda Ivey Date: 09-Feb-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Termination of Public Safety Services Contract w/ Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for Step-Up Program
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

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

Type of Agenda Item:	**Type of Action Needed:** *(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 is hereby terminating the Public Safety Services Agreement No. 2020-549, dated August 11, 2020, between Benton County and Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for the Step-Up Program, effective May 31, 2021, per your May 4, 2021 email request.

As per Section 9a of the agreement, 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. This letter serves as the required ten (10) days written notice of termination, per Section 9a.

Fiscal Impact

This public safety services contract (Resolution 2020-549) was approved for the 2021-2022 biennium, in the total contract amount of $79,340.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental (0148101.115.00000521.320.4103). The County shall pay all costs incurred by Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) up to the date of contract termination, May 31, 2021, in accordance with the compensation section of the aforementioned agreement.

Recommendation

Staff recommends approval of this public safety services contract termination.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TERMINATING THE PUBLIC SAFETY SERVICES AGREEMENT, RESOLUTION 2020-549, BETWEEN BENTON COUNTY, WASHINGTON AND TRI-CITIES CHAPLAINCY (DBA CHAPLAINCY HEALTH CARE)

WHEREAS, per Resolution 2020-549, dated August 11, 2020, Benton County entered into a Public Safety Services Agreement ("contract") with Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for the Step-Up Program; and

WHEREAS, per Section 9a of the contract, Benton County in its sole discretion may terminate the contract at any time when it is in the best interests of Benton County; and

WHEREAS, the Communications Coordinator received an email request from Chaplaincy Health Care, dated May 4, 2021, to terminate the agreement due to closure of the behavioral health program, including the Step-Up Program. **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached letter to Bob Rosselli, Interim Executive Director of Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) to terminate the Public Safety Services Agreement between Benton County and Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for the Step-Up Program; and

BE IT FURTHER RESOLVED said contract shall terminate on May 31, 2021.

Dated this _____ day of _____, 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; Treasurer; PA-Contract Compliance; Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) S. Palmus

Jerome Delvin, *District 1*
Shon Small, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

May 18, 2021

Bob Rosselli, Interim Executive Director
Chaplaincy Health Care
1480 Fowler Street
Richland, WA 99352-4717
BobR@chaplaincyhealthcare.org

RE: Termination of Public Safety Services Agreement No. 2020-549

Mr. Rosselli:

Benton County is hereby terminating the Public Safety Services Agreement No. 2020-549, dated August 11, 2020, between Benton County and Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for the Step-Up Program, effective May 31, 2021, per your May 4, 2021 email request.

As per Section 9a of your agreement, 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. This letter serves as the required ten (10) days written notice of termination, per Section 9a.

The County shall pay all costs incurred by Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) up to the date of contract termination, May 31, 2021, in accordance with the compensation section of the aforementioned agreement.

Sincerely,

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Jerome Delvin, Chairman

Shyanne Palmus

From: Bob Rosselli <BobR@chaplaincyhealthcare.org>
Sent: Tuesday, May 4, 2021 8:36 AM
To: Shyanne Palmus
Subject: [EXTERNAL] FW: Termination of the Step-Up Contract

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

The message kicked back so I am trying again.

From: Bob Rosselli
Sent: Tuesday, May 4, 2021 8:34 AM
To: Shyanne <Palmus@co.benton.wa.us>
Cc: Jill Adcock <JillA@chaplaincyhealthcare.org>
Subject: Termination of the Step-Up Contract

Shyanne, we find ourselves in a position where we can no longer support our behavioral health program. We plan to close the program on May 31 and want to understand what steps are needed on our part to terminate the contract. We sincerely regret this action but given the fact that our revised client model is not working satisfactorily we have made the difficult decision to close the program. You may contact Jill Adcock at JillA@chaplaincyhealthcare.org or my self at the email below. My cell is 509-521-7193 and Jill can be reached at 509-440-0475. Thank you for your attention to this matter.

Bob Rosselli
Interim Executive Director
(509) 783-7416 ext. 1002
BobR@chaplaincyhealthcare.org

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or otherwise be protected by law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Shyanne Palmus

From: Ryan Lukson
Sent: Wednesday, May 12, 2021 10:25 AM
To: Shyanne Palmus; Commissioners Review
Cc: Matt Rasmussen
Subject: RE: 5/18/2021 Consent Agenda - Termination of Public Safety Services Contract w/ Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for Step-Up Program

Looks good to me.

Ryan J. Lukson
Assistant Chief Deputy Prosecutor, Civil
Benton Co. Pros. Attorney's Office
Office: (509) 735-3591
Cell: (206) 915-6386
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Shyanne Palmus <Shyanne.Palmus@co.benton.wa.us>
Sent: Tuesday, May 11, 2021 4:14 PM
To: Commissioners Review <commissioners.review@co.benton.wa.us>
Cc: Ryan Lukson <Ryan.Lukson@co.benton.wa.us>; Matt Rasmussen <Matt.Rasmussen@co.benton.wa.us>
Subject: 5/18/2021 Consent Agenda - Termination of Public Safety Services Contract w/ Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for Step-Up Program
Importance: High

Please see attached, for review for inclusion on the May 18, 2021 Consent Agenda. Please note – this termination has been reviewed by the PA, but does not need approval to form.

Termination of Public Safety Services Contract w/ Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for Step-Up Program

SHYANNE PALMUS
Communications Coordinator
Benton County Commissioners' Office
509-222-3760

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Sign Construction Plans and grant Permission to advertise Obsolete Bridge Removal
Presenter:	N/A
Prepared By:	Jeff Liner
Reviewed By:	Doug 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

It is the intention of the Board to construct the removal of seven obsolete bridges located in Benton County. A bid package has been prepared by staff, approved by the Prosecuting Attorney's office and signed by the Engineer.

Fiscal Impact

None.

Recommendation

The County Engineer recommends that the Board sign the title page of the construction plans and formally grant permission to go to advertisement and proceed with the project.

Suggested Motion

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF CONSTRUCTION PLANS AND AUTHORIZATION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2069 CRP – OBSOLETE BRIDGE REMOVAL PROJECT.

WHEREAS, it is the intention of the Board of County Commissioners to construct the removal of seven obsolete bridges located in Benton County; and

WHEREAS, a bid packet (No. CB 21-06) was prepared by Benton County Public Works staff and submitted to the Benton County Prosecuting Attorney's office for review and was approved as to form; **NOW THEREFORE,**

BE IT RESOLVED the Plans for C.E. 2069 CRP – Obsolete Bridge Removal Project, having been signed by the County Engineer, are hereby approved, and the Chairman is authorized to sign the title page of said Plans on behalf of Benton County; and

BE IT FURTHER RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for C.E. 2069 CRP – Obsolete Bridge Removal.

Dated this 18th day of May, 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Public Works

J. LINER

CONTRACT PROVISIONS AND PLANS

For Construction of:

Obsolete Bridge Removal

C.E. 2069 CRP

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 21-06

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(CB NO. 21-06)

CALL FOR BIDS

Sealed bids for C.E. 2069 CRP – Obsolete Bridge Removal, shall be received by the Benton County Engineer, Benton County Public Services Building, 102206 East Wiser Parkway, Kennewick, Washington 99338 until 2:00 p.m., Local Time, Thursday, June 3, 2021. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Thursday, June 3, 2021 at 2:00 p.m., Local Time, in the Public Works Conference Room, Benton County Public Services Building, 102206 East Wiser Parkway, Kennewick, Washington 99338. Contractor's Bid Proposal shall include the complete Proposal, consisting of seven (7) pages and the proposal bond is to be enclosed in a sealed envelope marked, "BID FOR OBSOLETE BRIDGE REMOVAL – CE 2069 CRP".

All bid proposals shall be accompanied by a bid proposal deposit as certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

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

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 # **7572178** 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.

The following is applicable to all Benton County projects:

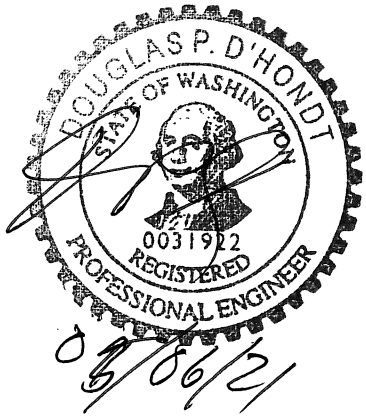
"Benton County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

CERTIFICATIONS

OBSOLETE BRIDGE REMOVAL
CE 2069 CRP

ENGINEER'S CERTIFICATION:

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of CE 2069 CRP – OBSOLETE BRIDGE REMOVAL has been reviewed and approved as to form:

Deputy Prosecuting Attorney

May 6, 2021
Date

CONTENTS

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS 1

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK 1

SECTION 1-01 DEFINITIONS AND TERMS
1-01.3 DEFINITIONS 2

SECTION 1-02 BID PROCEDURES AND CONDITIONS
1-02.1 PREQUALIFICATION OF BIDDERS 4
1-02.2 PLANS AND SPECIFICATIONS 4
1-02.5 PROPOSAL FORMS 4
1-02.6 PREPARATION OF PROPOSAL 5
1-02.6(1) RECYCLED MATERIALS PROPOSAL 5
1-02.7 BID DEPOSIT 6
1-02.9 DELIVERY OF PROPOSAL 6
1-02.10 WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL 7
1-02.13 IRREGULAR PROPOSALS 8
1-02.14 DISQUALIFICATION OF BIDDERS 9
1-02.15 PRE AWARD INFORMATION 9

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT
1-03.1 CONSIDERATION OF BIDS 10
1-03.1(1) IDENTICAL BID TOTALS 10
1-03.3 EXECUTION OF CONTRACT 10
1-03.4 CONTRACT BOND 11
1-03.7 JUDICIAL REVIEW 12

SECTION 1-04 SCOPE OF WORK
1-04.2 COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA 13

SECTION 1-05 CONTROL OF WORK
1-05.7 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK 13
1-05.11 FINAL INSPECTION 14
1-05.13 SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR 15
1-05.15 METHOD OF SERVING NOTICES 15
1-05.16 WATER AND POWER 15

SECTION 1-06 CONTROL OF MATERIAL
1-06.6 RECYCLED MATERIALS 16

SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC
1-07.1 LAWS TO BE OBSERVED 16
1-07.2 STATE TAXES 17
1-07.13 CONTRACTOR'S RESPONSIBILITY OF WORK 18
1-07.18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE 18

SECTION 1-08 PROSECUTION AND PROGRESS

1-08.0 PRELIMINARY MATTERS 22
1-08.0(1)PRECONSTRUCTION CONFERENCE 22
1-08.0(2)HOURS OF WORK 23
1-08.3 GENERAL REQUIREMENTS 24
1-08.4 PROSECUTION OF WORK 24
1-08.5 TIME FOR COMPLETION 24

SECTION 1-09 MEASUREMENT AND PAYMENT
1-09.9 PAYMENTS 26
1-09.11(3) TIME LIMITATION AND JURISDICTION 27
1-09.13(3)A ADMINISTRATION OF ARBITRATION 28

SECTION 1-10 TEMPORARY TRAFFIC CONTROL
1-10.2 TRAFFIC CONTROL MANAGEMENT 28
1-10.3 TRAFFIC CONTROL LABOR, PROCEDURES, AND DEVICES 29
1-10.4 MEASUREMENT 29

DIVISION 2
EARTHWORK

SECTION 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP
2-01.1 DESCRIPTION 29

SECTION 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS
2-02.3 CONSTRUCTION REQUIREMENTS 29

SECTION 2-03 ROADWAY EXCAVATION AND EMBANKMENT
2-03.3(13) BORROW 30
2-03.3(14)C COMPACTING EARTH EMBANKMENTS 30
2-03.4 MEASUREMENT 30

DIVISION 3
AGGREGATE PRODUCTION AND ACCEPTANCE

SECTION 3-04 ACCEPTANCE OF AGGREGATE
3-04.1 DESCRIPTION 29

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-04 HOT MIX ASPHALT
5-04.1 DESCRIPTION 31

STANDARD PLANS

STANDARD PLANS 59

APPENDICES

A. WAGE RATES – WASHINGTON STATE 69
B. ROAD LISTING WITH VICINITY MAP 70

PROPOSAL, ETC.

PROPOSAL FOR BIDDING PURPOSES COVER PAGE
PROPOSAL (7 PAGES)

CONTRACT

CONTRACT COVER PAGE
CONTRACT (informational)
PERFORMANCE BOND (informational)
PAYMENT BOND (informational)

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS
(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 Benton County GSP)
(******) Project Specific Special Provisions

Also incorporated into the Contract Documents by reference are:
Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(March 13, 1995 WSDOT GSP)

This contract provides for the improvement of *** multiple County roadways by removing 7 obsolete bridges within Benton County *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date
The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date
The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date
The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1, Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1, Qualifications of Bidder
(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2, Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	*** 2 ***	Furnished automatically upon award.
Contract Provisions	*** 2 ***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	*** 0 ***	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name,

address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

1-02.6(1) Recycled Materials Proposal

(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

(March 12, 2014 Benton County GSP)

Revise the second sentence of this section to read:

This deposit may be certified check, cashier's check or a proposal bond (Surety bond).

Supplement this section with the following:

Bidders wishing to submit a bid deposit in bond form shall use the Proposal Bond form included as part of the Proposal packet for this project.

1-02.9 Delivery of Proposal
(October 1, 2020 APWA GSP, Option A)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- DBE Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification (WSDOT 272-056)
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)

- DBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals

(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
   k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
   l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
   m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
   c. Receipt of Addenda is not acknowledged;
   d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
   e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1, Consideration of Bids
(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency 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. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.1(1) Identical Bid Totals
(January 4, 2016 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3, Execution of Contract
(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after award, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
    a. Is registered with the Washington State Insurance Commissioner, and
    b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
    a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
    b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

Add the following new section:

1-03.4(1) Retainage in Lieu of Contract Bond
(May 17, 2018 APWA GSP)

For contracts of up to $150,000.00 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain up to 10% of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

1-03.7 Judicial Review
(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction

SECTION 1-04, SCOPE OF WORK

1-04.2, Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda *(December 10, 2020 APWA GSP)*

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05, CONTROL OF WORK

1-05.7, Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)
Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's

failure to perform the work as required.

1-05.11, Final Inspection
Delete this section and replace it with the following:

1-05.11, Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1), Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore. Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2), Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3), Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.13, Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15, Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. <u>All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.</u>

1-05.16, Water and Power
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

SECTION 1-06, CONTROL OF MATERIAL

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2, Sales Tax
Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1), State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2), State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3), Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.13, Contractor's Responsibility of Work
(August 6, 2001 WSDOT GSP)

Repair of Damage
Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.18, Public Liability and Property Damage Insurance
Delete this section in its entirety, and replace it with the following:

1-07.18, Insurance
(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products & Completed Operations Aggregate
$1,000,000	Personal & Advertising Injury each offence
$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.24, Rights of Way

(July 23, 2015 APWA GSP)

Delete this section in its entirety, and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

SECTION 1-08, PROSECUTION AND PROGRESS

Add the following new section:

1-08.0, Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1), Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.3, General Requirements

1-08.3(2)A, Type A Progress Schedule
(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit ***1*** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work
Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion
(November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
    a. Certified Payrolls (per Section 1-07.9(5)).
    b. Material Acceptance Certification Documents
    c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
    d. Final Contract Voucher Certification
    e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
    f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
    g. Property owner releases per Section 1-07.24

(******)
Supplement this section with the following:

This project shall be physically completed within *** **40** *** working days.

(******)
Supplement this section with the following:

Once notice to proceed has been given, working days shall commence. Individual deliveries and application of material shall be coordinated between the Contractor and the County's Road Superintendents. Scheduled deliveries may be canceled by either party with 24 hours of advanced notice. Operations may be canceled with less than 24 hours of advanced notice due to unfavorable environmental conditions, as approved by the County. If operations are canceled due to unfavorable environmental conditions, no working days will be charged against the Contractor. If operations are canceled by the Contractor with less than 24 hours of advanced notice when no unfavorable environmental conditions exist, a working day will be counted towards the Contract total.

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.9, Payments
(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

2. The amount of progress payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.11(3) Time Limitation and Jurisdiction
(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13, Claims Resolution

1-09.13(3), Claims $250,000 or Less
(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-10, TEMPORARY TRAFFIC CONTROL

1-10.1 General
Supplement this section with the following:

(******)
Twin Bridges Road will be closed to thru traffic during construction a maximum of 10 working days. Detour routes are designated and shown in the Traffic Control and Detour Plan that is included within these Contract Documents. The Contractor shall be responsible for installing and maintaining all Class A and Class B construction signs as shown on the approved Traffic Control and Detour Plan and as required within and outside of the project limits.

The Contractor shall submit T.C.S. Approved Traffic Control plans for all remaining project locations.

1-10.2, Traffic Control Management
(January 3, 2017 WSDOT GSP)
Supplement this section with the following:

1-10.2(1) General

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022

Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(2), Traffic Control Plans
(******)
Supplement this section with the following:

The Contractor shall submit a traffic control plan prior to commencing operations. The plan is to be used as a guide only and each roadway shall be reviewed for placement of applicable signs.

1-10.3, Traffic Control Labor, Procedures, and Devices

1-10.3(1), Traffic Control Labor
(******)
Supplement this section with the following:

Traffic control required for this contract shall include furnishing, installing and maintaining all Class A construction signs, Temporary Class B construction signs, and all associated flagging for Benton County roads.

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)
(August 2, 2004, WSDOT GSP)
Supplement this section with the following:

The bid proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 2
EARTHWORK

SECTION 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description
(March 12, 2014 Benton County GSP)
Supplement this section with the following:

Clearing and grubbing on this project shall be performed within the following limits:

*** Within the construction limits as staked or 30 L.F. from Centerline on both sides. ***

SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements
(February 17, 1998, WSDOT GSP)
Supplement this section with the following:

Removal of Obstructions

This work shall consist of removal and reuse of various existing improvements including, but not limited to:

1. Existing traffic signs (to be removed and reset)
2. Object Markers (removed)

The removed items shall remain the property of the Contracting Agency and shall be delivered to one of the the following locations.

Benton County Maintenance Shop 102808 Wiser Parkway Kennewick, WA 99338 Hours: 7am to 3pm	OR	Benton County Maintenance Shop 14303 N. Hinzerling Road Prosser, WA 99350 Hours: 7am to 3pm

SECTION 2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3(13) Borrow
(******)

Supplement this section with the following:

Common Borrow will be measured by the Ton.

2-03.3(14)C Compacting Earth Embankments
(******)
Supplement this section with the following:

All earth embankments shall be compacted using Method C.

2-03.4 Measurement
(******)
Section 2-03.4 is supplemented with the following:

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract.

If discrepancies are discovered in the ground elevations which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method utilizing digital terrain modeling techniques.

DIVISION 3
AGGREGATE PRODUCTION AND ACCEPTANCE

SECTION 3-04 ACCEPTANCE OF AGGREGATE

3-04.1 Description
(******)
The second sentence of the third paragraph is deleted.

Revise the fourth paragraph to read:

All aggregate will be accepted by Nonstatistical Evaluation.

DIVISION 5
SURFACE TREATMENT AND PAVEMENTS

SECTION 5-04 Hot Mix Asphalt
(July 18, 2018 APWA GSP)

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)

(As noted in 5-04.3(5)C for crack sealing)

Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01.
Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL
If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval
No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of

HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & sig-nature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.

- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
    a. A mechanical sampling device attached to the HMA plant.
    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter

the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless other-wise required by the contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure.

Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's

operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at

no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

   For Aggregates in the mixture:

   a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

   b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   b. **Asphalt Binder Con**tent – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	**Factor "f"**
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be

removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If

rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods

approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified ion the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

   a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the

traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and

paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
   a. The actual times of starting and ending daily operations.
   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
   c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other con-tractors who may operate in the Project Site.
   d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
   e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.

f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:
   a. When to start applying tack and coordinating with paving.
   b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
   c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
   d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
   e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. ___ PG ___", per ton.

"HMA for Approach Cl. ___ PG ___", per ton.

"HMA for Preleveling Cl. ___ PG ___", per ton.

"HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Preparation of Untreated Roadway", per mile.

The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. ___ PG ___" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Preparation of Existing Paved Surfaces", per mile.

The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. ___ PG ___" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Crack Sealing", by force account.

"Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

"Pavement Repair Excavation Incl. Haul", per square yard.

The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Asphalt for Prime Coat", per ton.

The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

"Prime Coat Agg.", per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

"Asphalt for Fog Seal", per ton.

Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

"Longitudinal Joint Seal", per linear foot.

The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

"Planing Bituminous Pavement", per square yard.

The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

"Temporary Pavement Marking", per linear foot.

Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

"Water", per M gallon.

Payment for "Water" is described in Section 2-07.5.

"Job Mix Compliance Price Adjustment", by calculation.

"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.

"Compaction Price Adjustment", by calculation.

"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04..3(10)D3.

"Roadway Core", per each.

The Contractor's costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

"Cyclic Density Price Adjustment", by calculation.

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.

SECTION 8-11 GUARDRAIL

8-11.2 Materials
Supplement this section with the following:

(******)
Guardrail posts shall be steel posts.

8-11.3(1)D Removing Guardrail and Guardrail Anchor
Revise the first paragraph of this section with the following:

(******)

The removal of guardrail shall be performed with hand tools without cutting the rail for potential future reuse of material.

The removed guardrail items shall remain the property of the Contracting Agency and shall be delivered to one of the the following locations.

Benton County Maintenance Shop
102808 Wiser Parkway
Kennewick, WA 99338
Hours: 7am to 3pm

OR

Benton County Maintenance Shop
14303 N. Hinzerling Road
Prosser, WA 99350
Hours: 7am to 3pm

(January 13, 2021)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2020, is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10
DELETED

A-50.20
DELETED

A-50.30
DELETED

A-50.40
DELETED

B-90.40
Valve Detail – DELETED

C-1a
DELETED

C-8
Add new Note 5, "5. Type 2 Barrier and Barrier Terminals are allowed in temporary installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5)."

C-8a
Add new Note 2, "2. Type 4 Barrier and Barrier Transition are allowed in temporary installations only. New Type 4 Barrier and Barrier Transition are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5)."

C-8b
DELETED

C-8e
DELETED

C-8f
DELETED

C-16a
DELETED

C-20.10
The following table is added:

SLOPE \ EMBANKMENT TABLE (FOR 8', 9', 11' LONG POSTS)

POST LENGTH	SLOPE	W (FT)
8-FOOT	1H : 1V OR FLATTER	2.5 MIN.
8-FOOT	2H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
9-FOOT	1.5H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
11-FOOT	1H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

C-20.11
DELETED

C-20.19
DELETED

C-40.16
DELETED

C-40.18
DELETED

C-80.50
DELETED

C-85.14
DELETED

C-85.15
SECTION B detail, the callout reading "ANCHOR BOLT (TYP.) ~ SEE DETAIL, STANDARD PLAN C-8b", is revised to read "ANCHOR BOLT (TYP.) ~ SEE DETAIL IN PLANS".

SECTION B detail, the callout reading "ANCHOR PLATE (TYP.) ~ SEE STANDARD PLAN J-8b", is revised to read "ANCHOR PLATE (TYP.) ~ SEE DETAIL IN PLANS".

D-2.14
DELETED

D-2.16
DELETED

D-2.18
DELETED

D-2.20
DELETED

D-2.42
DELETED

D-2.44
DELETED

D-2.46
DELETED

D-2.48
DELETED

D-2.82
DELETED

D-2.86
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

G-20.10
SIGN INSTALLATION BEHIND TRAFFIC BARRIER detail, dimension callout "3' MIN.", is revised to read "5' MIN.".

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

H-70.30
DELETED

J-10.16
Key Note 14, reads:"Mounting Hole ~ See Standard Plan J-10.30 for mounting Details." Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-10.17
Key Note 16, reads:"Mounting Hole ~ See Standard Plan J-10.?? for mounting Details." Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-10.18
Key Note 12, reads:"Mounting Hole ~ See Standard Plan J-10.20 for mounting Details." Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-20.26
Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"
Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-28.60
Note 1 "See Standard Plans C-8b and C-85.14 for foundation and anchor bolt details." is revised to read "See contract for anchor bolt details. See Standard Plan C-85.15 for foundation details."

J-40.10
Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36
Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37
Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-81.10
All references to "Type 170 Controller" are replaced with "Controller".

L-40.10
DELETED

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07
A-10.20-00.....10/5/07
A-10.30-00.....10/5/07
A-20.10-00.....8/31/07
A-30.10-00.....11/8/07
A-30.30-01.....6/16/11
A-30.35-00.....10/12/07
A-40.00-00.....8/11/09
A-40.10-04.....7/31/19
A-40.15-00.....8/11/09
A-40.20-04.....1/18/17
A-40.50-02.....12/23/14
A-60.10-03.....12/23/14
A-60.20-03.....12/23/14
A-60.30-01.....6/28/18
A-60.40-00.....8/31/07

B-5.20-03.....9/9/20
B-5.40-02.....1/26/17
B-5.60-02.....1/26/17
B-10.20-02.....3/2/18
B-10.40-01.....1/26/17
B-10.70-01.....9/9/20
B-15.20-01.....2/7/12
B-15.40-01.....2/7/12
B-15.60-02.....1/26/17
B-20.20-02.....3/16/12
B-20.40-04.....2/27/18
B-20.60-03.....3/15/12
B-25.20-02.....2/27/18
B-25.60-02.....2/27/18
B-30.05-00.....9/9/20
B-30.10-03.....2/27/18
B-30.15-00.....2/27/18
B-30.20-04.....2/27/18
B-30.30-03.....2/27/18
B-30.40-03.....2/27/18
B-30.50-03.....2/27/18
B-30.60-00.....9/9/20
B-30.70-04.....2/27/18
B-30.80-01.....2/27/18
B-30.90-02.....1/26/17
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-02.....1/26/17
B-45.20-01.....7/11/17
B-45.40-01.....7/21/17
B-50.20-00.....6/1/06
B-55.20-02.....2/27/18
B-60.20-02.....9/9/20
B-60.40-01.....2/27/18
B-65.20-01.....4/26/12
B-65.40-00.....6/1/06
B-70.20-00.....6/1/06
B-70.60-01.....1/26/17
B-75.20-02.....2/27/18
B-75.50-01.....6/10/08
B-75.60-00.....6/8/06
B-80.20-00.....6/8/06
B-80.40-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00.....6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-01.....1/26/17
B-90.50-00.....6/8/06
B-95.20-01.....2/3/09
B-95.40-01.....6/28/18

C-1.....9/9/20
C-1b.....9/9/20
C-1d.....10/31/03
C-2c.....8/12/19
C-4f.....8/12/19
C-6a.....10/14/09
C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-20.42-05.....7/14/15
C-20.45.02.....8/12/19
C-22.16-07.....9/16/20
C-22.40-08.....9/16/20
C-22.45-05.....9/16/20
C-23.60-04.....7/21/17
C.24.10-02.....8/12/19
C-25.20-06.....7/14/15
C-25.22-05.....7/14/15
C-25.26-04.....8/12/19
C-70.10-02.....9/16/20
C-75.10-02.....9/16/20
C-75.20-02.....9/16/20
C-75.30-02.....9/16/20
C-80.10-02.....9/16/20
C-80.20-01.....6/11/14
C-80.30-01.....6/11/14
C-80.40-01.....6/11/14
C-85.10-00.....4/8/12
C-85.11-01.....9/16/20

C-20.10-06.....9/16/20
C-20.14-04.....8/12/19
C-20.15-02.....6/11/14
C-20.18-03.....8/12/19
C-20.40-07.....8/12/19
C-20.41-02.....8/12/19
C-25.30-00.....6/28/18
C-25.80-05.....8/12/19
C-60.10-01.....9/24/20
C-60.20-00.....9/24/20
C-60.30-00.....9/24/20
C-60.70-00.....9/24/20
C-85.15-01.....6/30/14
C-85.16-01.....6/17/14
C-85-18-01.....6/11/14
C-85.20-01.....6/11/14

D-2.04-00.....11/10/05
D-2.06-01.....1/6/09
D-2.08-00.....11/10/05
D-2.32-00.....11/10/05
D-2.34-01.....1/6/09
D-2.36-03.....6/11/14
D-2.60-00.....11/10/05
D-2.62-00.....11/10/05
D-2.64-01.....1/6/09
D-2.66-00.....11/10/05
D-2.68-00.....11/10/05
D-2.80-00.....11/10/05
D-2.84-00.....11/10/05
D-2.88-00.....11/10/05
D-2.92-00.....11/10/05
D-3.09-00.....5/17/12
D-3.10-01.....5/29/13
D-3.11-03.....6/11/14
D-3.15-02.....6/10/13
D-3.16-02.....5/29/13
D-3.17-02.....5/9/16
D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-01.....8/7/19
D-10.25-01.....8/7/19
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08

E-1.....2/21/07
E-2.....5/29/98
E-4.....8/27/03
E-4a.....8/27/03

F-10.12-04.....9/24/20
F-10.16-00.....12/20/06
F-10.18-02.....9/24/20
F-10.40-04.....9/24/20
F-10.42-00.....1/23/07
F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-04.....9/25/20
F-40.12-03.....6/29/16
F-40.14-03.....6/29/16
F-40.15-04.....9/25/20
F-40.16-03.....6/29/16
F-45.10-02.....7/15/16
F-80.10-04.....7/15/16

G-10.10-00.....9/20/07
G-20.10-02.....6/23/15
G-22.10-04.....6/28/18
G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-02.....6/28/18
G-24.40-07.....6/28/18
G-24.50-05.....8/7/19
G-24.60-05.....6/28/18
G-25.10-05.....9/16/20
G-26.10-00.....7/31/19
G-30.10-04.....6/23/15
G-50.10-03.....6/28/18
G-90.10-03.....7/11/17
G-90.11-00.....4/28/16
G-90.20-05.....7/11/17
G-90.30-04.....7/11/17
G-90.40-02.....4/28/16
G-95.10-02.....6/28/18
G-95.20-03.....6/28/18
G-95.30-03.....6/28/18

H-10.10-00.....7/3/08
H-10.15-00.....7/3/08
H-30.10-00.....10/12/07
H-32.10-00.....9/20/07
H-60.10-01.....7/3/08
H-60.20-01.....7/3/08
H-70.10-01.....2/7/12
H-70.20-01.....2/16/12

I-10.10-01.....8/11/09
I-30.10-02.....3/22/13
I-30.15-02.....3/22/13
I-30.16-01.....7/11/19
I-30.17-01.....6/12/19
I-30.20-00.....9/20/07
I-30.30-02.....6/12/19
I-30.40-02.....6/12/19
I-30.60-02.....6/12/19
I-40.10-00.....9/20/07
I-40.20-00.....9/20/07
I-50.20-01.....6/10/13
I-60.10-01.....6/10/13
I-60.20-01.....6/10/13
I-80.10-02.....7/15/16

J-10.....7/18/97
J-10.10-04.....9/16/20
J-28.40-02.....6/11/14
J-28.42-01.....6/11/14
J-60.13-00.....6/16/10
J-60.14-01.....7/31/19

J-10.12-00.....9/16/20
J-10.14-00.....9/16/20
J-10.15-01.....6/11/14
J-10.16-01.....9/16/20
J-10.17-01.....9/16/20
J-10.18-01.....9/16/20
J-10.20-03.....9/16/20
J-10.21-01.....9/16/20
J-10.22-01.....9/16/20
J-10.25-00.....7/11/17
J-12.15-00.....6/28/18
J-12.16-00.....6/28/18
J-15.10-01.....6/11/14
J-15.15-02.....7/10/15
J-20.10-04.....7/31/19
J-20.11-03.....7/31/19
J-20.15-03.....6/30/14
J-20.16-02.....6/30/14
J-20.20-02.....5/20/13
J-20.26-01.....7/12/12
J-21.10-04.....6/30/14
J-21.15-01.....6/10/13
J-21.16-01.....6/10/13
J-21.17-01.....6/10/13
J-21.20-01.....6/10/13
J-22.15-02.....7/10/15
J-22.16-03.....7/10/15
J-26.10-03.....7/21/16
J-26.15-01.....5/17/12
J-26.20-01.....6/28/18
J-27.10-01.....7/21/16
J-27.15-00.....3/15/12
J-28.10-02.....8/7/19
J-28.22-00.....8/07/07
J-28.24-02.....9/16/20
J-28.26-01.....12/02/08
J-28.30-03.....6/11/14
J-28.43-01.....6/28/18
J-28.45-03.....7/21/16
J-28.50-03.....7/21/16
J-28.60-02.....7/21/16
J-28.70-03.....7/21/17
J-29.10-01.....7/21/16
J-29.15-01.....7/21/16
J-29.16-02.....7/21/16
J-30.10-00.....6/18/15
J-40.05-00.....7/21/16
J-40.10-04.....4/28/16
J-40.20-03.....4/28/16
J-40.30-04.....4/28/16
J-40.35-01.....5/29/13
J-40.36-02.....7/21/17
J-40.37-02.....7/21/17
J-40.38-01.....5/20/13
J-40.39-00.....5/20/13
J-40.40-02.....7/31/19
J-45.36-00.....7/21/17
J-50.05-00.....7/21/17
J-50.10-01.....7/31/19
J-50.11-02.....7/31/19
J-50.12-02.....8/7/19
J-50.13-00.....8/22/19
J-50.15-01.....7/21/17
J-50.16-01.....3/22/13
J-50.18-00.....8/7/19
J-50.19-00.....8/7/19
J-50.20-00.....6/3/11
J-50.25-00.....6/3/11
J-50.30-00.....6/3/11
J-60.05-01.....7/21/16
J-60.11-00.....5/20/13
J-60.12-00.....5/20/13
J-75.10-02.....7/10/15
J-75.20-01.....7/10/15
J-75.30-02.....7/10/15
J-75.40-02.....6/1/16
J-75.41-01.....6/29/16
J-75.45-02.....6/1/16
J-80.10-00.....6/28/18
J-80.15-00.....6/28/18
J-81.10-01.....9/16/20
J-86.10-00.....6/28/18
J-90.10-03.....6/28/18
J-90.20-03.....6/28/18
J-90.21-02.....6/28/18
J-90.50-00.....6/28/18

K-70.20-01.....6/1/16
K-80.10-02.....9/25/20
K-80.20-00.....12/20/06
K-80.35-01.....9/16/20
K-80.37-01.....9/16/20

L-10.10-02.....6/21/12
L-20.10-03.....7/14/15
L-30.10-02.....6/11/14
L-40.15-01.....6/16/11
L-40.20-02.....6/21/12
L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-04.....9/25/20
M-1.40-03.....9/25/20
M-1.60-03.....9/25/20
M-11.10-03.....8/7/19
M-12.10-02.....9/25/20
M-15.10-01.....2/6/07
M-40.20-00...10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07

M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00.....7/10/15
M-3.10-04.....9/25/20
M-3.20-03.....9/25/20
M-3.30-04.....9/25/20
M-3.40-04.....9/25/20
M-3.50-03.....9/25/20
M-5.10-03.....9/25/20
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00.....2/10/09
M-17.10-02.....7/3/08
M-20.10-03.....9/25/20
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.60-04.....6/24/14
M-24.65-00.....7/11/17
M-24.66-00.....7/11/17
M-40.10-03.....6/24/14
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-02.....6/27/11
M-65.10-02.....5/11/11
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

WAGE RATES

APPENDIX A:

STATE WAGE RATES

For Construction of:

OBSOLETE BRIDGE REPAIR

C.E. 2069 CRP

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

APPENDIX A

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

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

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

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

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is June 3, 2021.
>
> The public works project is located in Benton County.

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

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

BENTON COUNTY ROAD LISTING

APPENDIX B:

BRIDGE REMOVAL LISTING

For Construction of:

OBSOLETE BRIDGE REMOVAL

C.E. 2069 CRP

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

ROAD NAME OF BRIDGE	LOCATION	MATERIAL	APPROX. LENGTH	APPROX. WIDTH
DAVIS ROAD @ M.P. 0.006	25 FEET EAST OF WHAN ROAD	PRESTRESSED CONCRETE	12'	24'
DISTRICT LINE RD @ M.P. 0.635	0.64 MILES NORTHEAST OF O.I.E.	PRESTRESSED CONCRETE	28'	28'
EAST ROZA ROAD @ M.P. 0.890	0.32 MILES NORTH OF MORGAN ROAD	PRESTRESSED CONCRETE	15'	24'
ROTHROCK ROAD @ M.P. 1.097	0.39 MILES SOUTH OF McCREADIE	PRESTRESSED CONCRETE	25'	24'
THOMAS ROAD @ M.P. 0.759	0.35 MILES SOUTH OF KELLY ROAD	PRESTRESSED CONCRETE	19'	24'
TWIN BRIDGES ROAD @ M.P. 1.708	0.61 MILES SOUTHWEST OF SR-240	PRESTRESSED CONCRETE	34'	28'
WHAN ROAD @ M.P. 1.331	64 FEET SOUTH OF MORGAN ROAD	PRESTRESSED CONCRETE	16'	28'

PROPOSAL
FOR BIDDING PURPOSES

For Construction of:

OBSOLETE BRIDGE REMOVAL

CE 2069 CRP

INCLUDES:
PROPOSAL
PROPOSAL BOND
PROPOSAL FOR INCORPORATING RECYCLED MATERIALS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

PUBLIC WORKS DEPARTMENT

COUNTY OF
BENTON
WASHINGTON

PROPOSAL

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

Gentlemen:

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

OBSOLETE BRIDGE REMOVAL

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

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	1	L.S.	MOBILIZATION				
2	1	L.S.	CLEARING AND GRUBBING				
3	1	L.S.	REMOVING EXISTING BRIDGE DAVIS RD. @ M.P. 0.006				
4	1	L.S.	REMOVING EXISTING BRIDGE DISTRICT LINE RD. @ M.P. 0.635				
5	1	L.S.	REMOVING EXISTING BRIDGE EAST ROZA RD. @ M.P. 0.890				
6	1	L.S.	REMOVING EXISTING BRIDGE ROTHROCK RD. @ M.P. 1.097				
7	1	L.S.	REMOVING EXISTING BRIDGE THOMAS RD. @ M.P. 0.759				
8	1	L.S.	REMOVING EXISTING BRIDGE TWIN BRIDGES RD. @ M.P. 1.331				
9	1	L.S.	REMOVING EXISTING BRIDGE WHAN RD. @ 1.331				
10	480	L.F.	REMOVAL OF GUARDRAIL				
11	4	EA.	REMOVAL OF GUARDRAIL ANCHOR				
12	20	L.F.	REMOVING AND RESETTING FENCE				
13	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS				
14	69	L.F.	BEAM GUARDRAIL TYPE 31				
15	2	EA.	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL				
16	2	EA.	BEAM GUARDRAIL TYPE 1 TO TYPE 31 ADAPTER				

17	400	C.Y.	UNSUITABLE FOUNDATION EXCAVATION INCLUDING HAUL				
18	2000	C.Y.	COMMON BORROW				
19	1400	C.Y.	EMBANKMENT COMPACTION				
20	80	TONS	HMA ½ INCH PG 70-28				
21	140	TONS	CRUSHED SURFACING TOP COURSE				
22	160	TONS	CRUSHED SURFACING BASE COURSE				
23	45	L.F.	PLAIN ST. CULV. PIPE 0.064 INCH TH. 18 INCH DIAM.				
24	7	C.Y.	GRAVEL BACKFILL FOR PIPE ZONE BEDDING				
25	300	L.F.	PAINT LINE				
26	1	L.S.	TRIMMING AND CLEANUP				
27	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL				
28	1	L.S.	SPCC PLAN				
				TOTAL			

PROPOSAL

(Cont.')

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

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

Cashier's Check_____ In the Amount of _____

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

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

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

PUBLIC WORKS TRAINING

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

ASSURANCE OF NON-DISCRIMINATION

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

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. _____

FIRM NAME: _____

_____ _____
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

_____ _____
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this _____ day of _____, 20_____.

ADDRESS OF BIDDER: _____

PRINCIPAL PLACE OF BUSINESS: _____

TELEPHONE NO.: (____)_____ EMAIL:_____

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

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

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of _____

as principal, and the _____, a corporation

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

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

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

CE 2069 CRP – OBSOLETE BRIDGE REMOVAL

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

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

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

signed and sealed this _____ day of _____, _____.

_____
(Principal)

_____
(Surety)

_____
(Attorney-in-fact)

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: _____percent.

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

Bidder: _____

Signature: _____

Date: _____

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

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, May 20, 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City (where signed) State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

_____

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

_____

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

CONTRACT

INFORMATION FOR THE CONTRACTOR THAT IS AWARDED THE CONTRACT

For Construction of:

Obsolete Bridge Removal

C.E. 2069 CRP

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2021, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and _____, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, "CE 2069 CRP – Obsolete Bridge Removal ," and as described in and in accordance with the State of Washington 2020 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $_____, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. 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 attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractors acts, errors or omissions in the performance of this Contract. 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.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

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

Executed by the Contractor:

_____

_____

_____

COUNTY OF BENTON

_____
Chairman, Board of Commissioners

Attest:_____
Clerk of the Board

Date:_____

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney

Date:_____

UNOFFICIAL COPY

PUBLIC WORKS PAYMENT BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **CE 2069 CRP OBSOLETE BRIDGE REMOVAL,** 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:

PUBLIC WORKS PERFORMANCE BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **CE 2069 CRP OBSOLETE BRIDGE REMOVAL,** 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:

BENTON COUNTY
STATE OF WASHINGTON

OBSOLETE BRIDGE REMOVAL
VARIOUS LOCATIONS
CE 2069 CRP

SIGNATURES

APPROVED: _____
CHAIRMAN, BENTON COUNTY COMMISSIONERS DATE

ATTEST: _____
CLERK OF THE BOARD DATE

APPROVED FOR CONSTRUCTION:

_____
DOUGLAS D'HONDT, BENTON COUNTY ENGINEER DATE

INDEX

Sheet Title	Sheet Number
TITLE SHEET	1
VICINITY	2
DAVIS ROAD @ M.P. 0.006	3
DISTRICT LINE ROAD @ M.P. 0.635	4
EAST ROZA ROAD @ M.P. 0.890	5
ROTHROCK ROAD @ M.P. 1.097	6
THOMAS ROAD @ M.P. 0.759	7
WHAN ROAD @ M.P. 1.331	8
TWIN BRIDGES ROAD @ M.P. 1.708	9-10
TWIN BRIDGES DETOUR PLAN	11-12
ROADWAY SECTIONS AND DETAILS	13

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

OBSOLETE BRIDGE REMOVAL CE 2069 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE:

BY	DATE
DESCRIPTION	
REV.	

TITLE SHEET

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. BE LOCATED BY THE CONTRACTOR BEFORE ANY EXCAVATION IS BEGUN. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL UTILITIES INCLUDING A NEAR SERVICE CONNECTION. NOTIFY OWNERS FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

BENTON COUNTY

BENTON COUNTY WASHINGTON

ROAD DEPARTMENT

OBSOLETE BRIDGE REMOVAL CE 2069 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'IONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE:

BY	DESCRIPTION	DATE

REV.

VICINITY MAP

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555

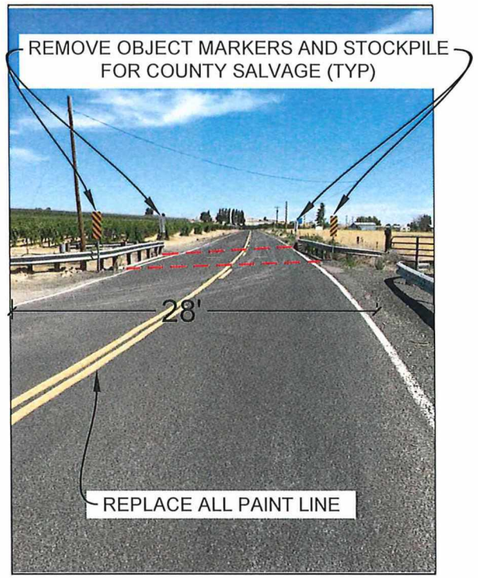
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF SHOWN ITEMS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND & OVERHEAD UTILITIES & STRUCTURES CONCERNED. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

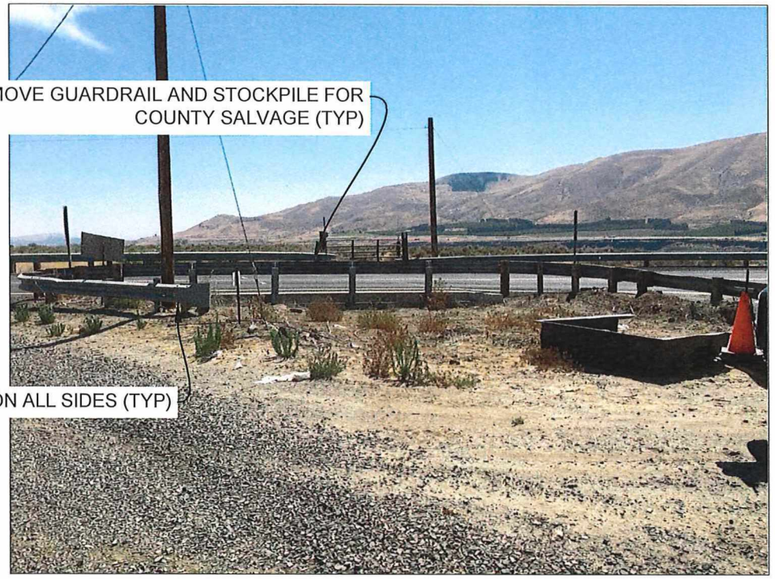
SHEET 2 OF 13

BRIDGE INFORMATION	
BRIDGE LENGTH	28 L.F.
BRIDGE WIDTH	28 L.F.
MATERIAL	PRESTRESSED CONCRETE 7 UNITS

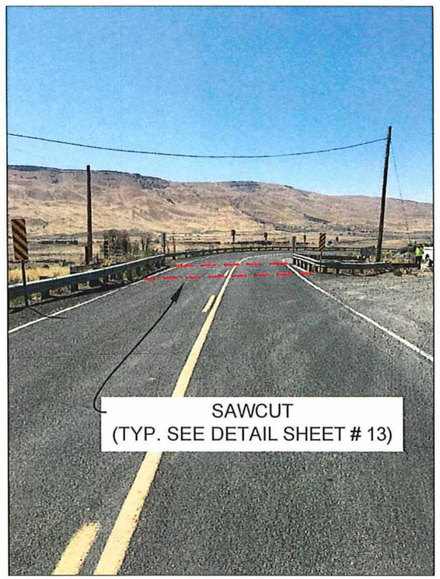
NORTH



EAST



SOUTH



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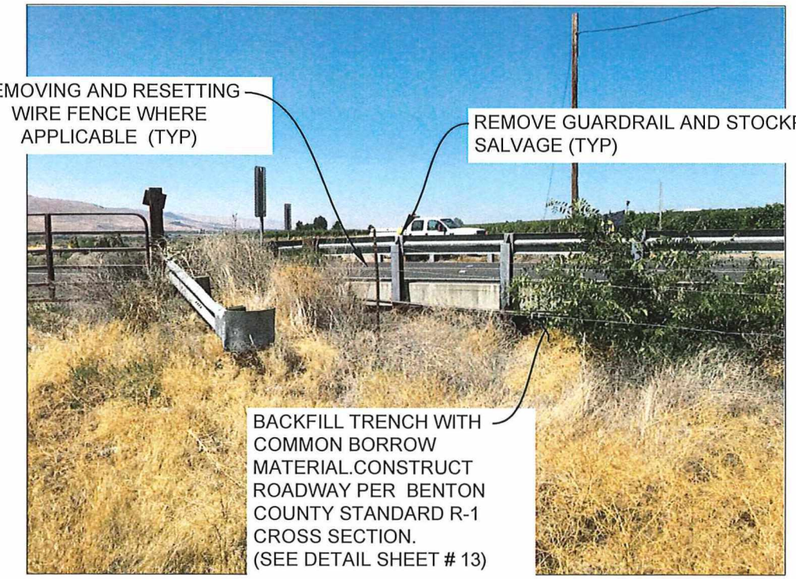


BENTON COUNTY

BENTON COUNTY WASHINGTON

ROAD DEPARTMENT

OBSOLETE BRIDGE REMOVAL CE 2069 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE:

NO.	DESCRIPTION	BY	DATE

DISTRICT LINE ROAD @ M.P. 0.635

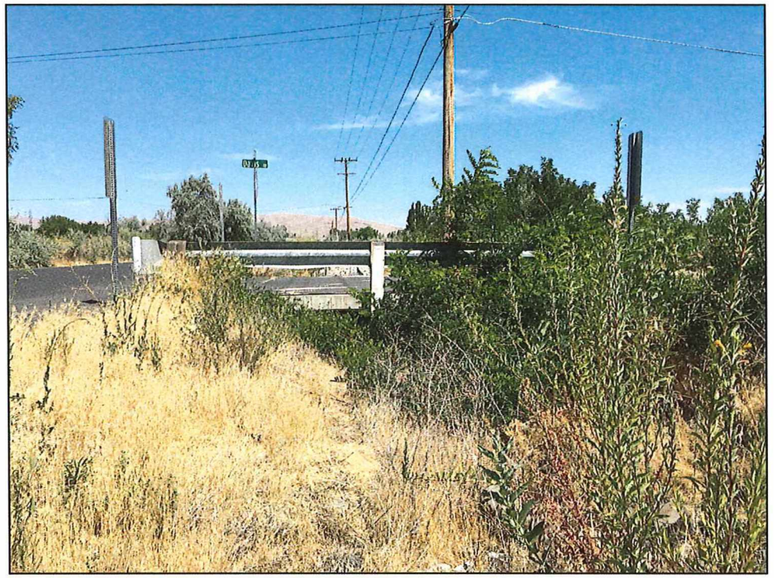
CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-454-0555

ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. IT IS CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY EXISTING UNDERGROUND & OVERHEAD UTILITIES PRIOR TO STARTING CONSTRUCTION. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

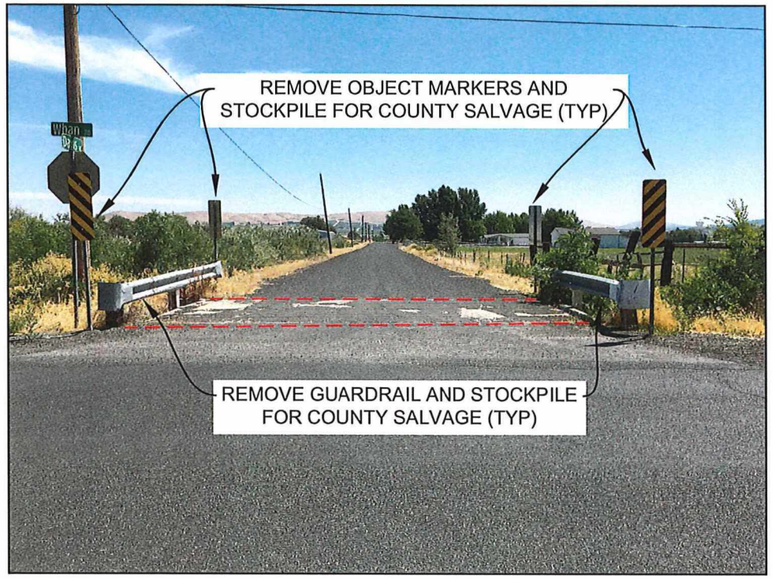
DR'N:	CH'D:
HORZ. SCALE:	
VERT. SCALE:	
REVISION:	

BRIDGE INFORMATION	
BRIDGE LENGTH	12 L.F.
BRIDGE WIDTH	24 L.F.
MATERIAL	PRESTRESSED CONCRETE SLAB 6 UNITS

NORTH

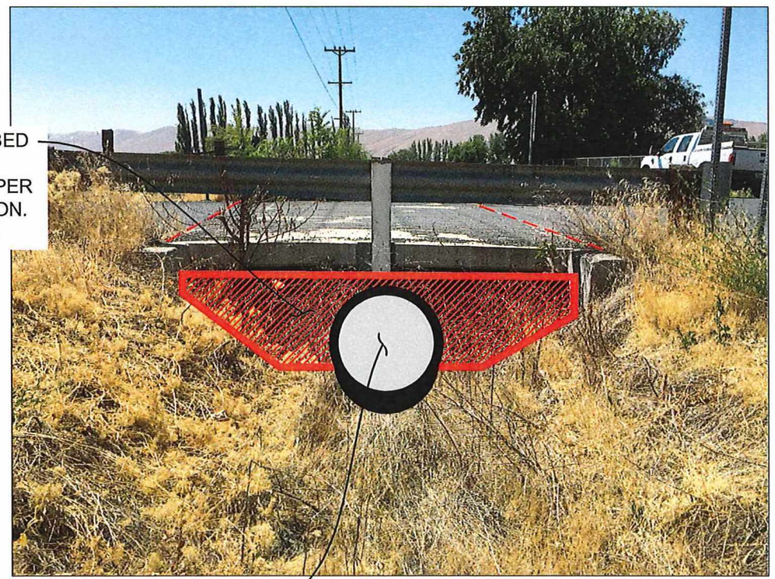


EAST



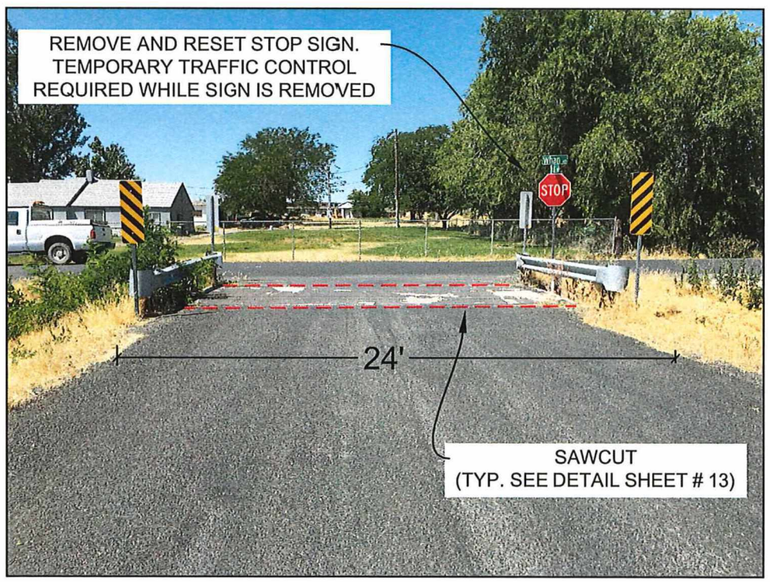
SOUTH

BACKFILL TRENCH AND BED CULVERT WITH CSTC CONSTRUCT ROADWAY PER DAVIS RD. CROSS SECTION. (SEE DETAIL SHEET # 13)



INSTALL 45 L.F. OF 18" CMP CULVERT

WEST



BENTON COUNTY

BENTON COUNTY WASHINGTON

ROAD DEPARTMENT

OBSOLETE BRIDGE REMOVAL CE 2069 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
36031922
REGISTERED
PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE:

					BY	DATE
					DESCRIPTION	
					ENT.	

DAVIS ROAD @ M.P. 0.006

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555

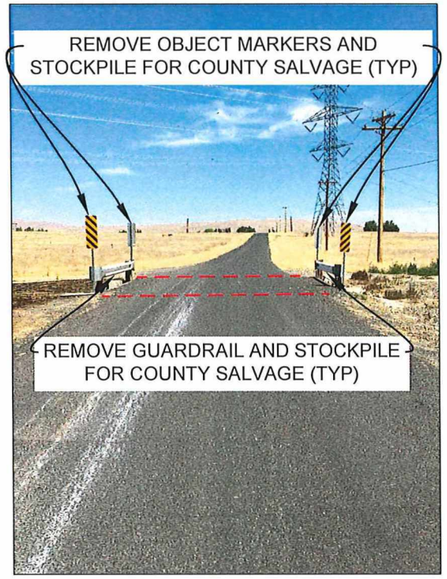
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF SUCH FACILITIES SHOWN ON THE CONTRACT DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND BETWEEN CONDITIONS SHOWN AND CONDITIONS EXISTING IN THE FIELD. ADVISE ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

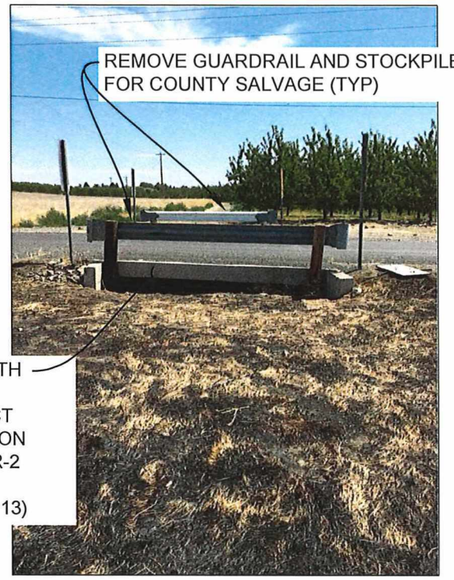
SHEET 3 OF 13

BRIDGE INFORMATION	
BRIDGE LENGTH	15 L.F.
BRIDGE WIDTH	25 L.F.
MATERIAL	PRESTRESSED CONCRETE 6 UNITS

NORTH



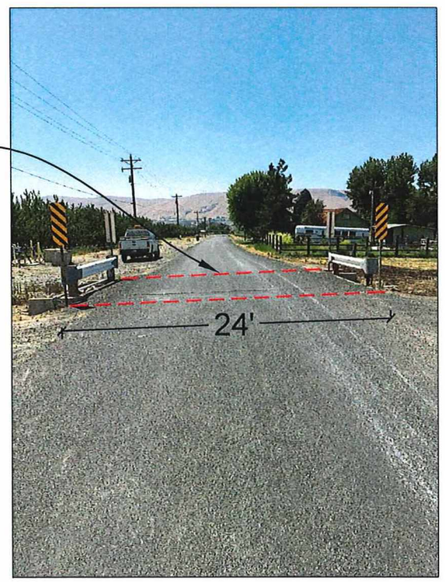
EAST



BACKFILL TRENCH WITH COMMON BORROW MATERIAL.CONSTRUCT ROADWAY PER BENTON COUNTY STANDARD R-2 CROSS SECTION. (SEE DETAIL SHEET # 13)

SOUTH

SAWCUT (TYP. SEE DETAIL SHEET # 13)



WEST

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

OBSOLETE BRIDGE REMOVAL CE 2069 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE:

DATE	BY	DESCRIPTION	REV.

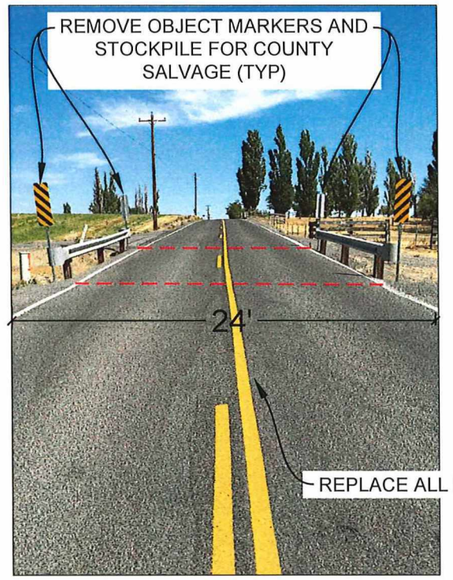
EAST ROZA ROAD @ M.P. 0.890

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-454-0000
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY SUCH LOCATIONS AS MAY BECOME NECESSARY. IN CONFLICTS, NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORZ. SCALE:	
VERT. SCALE:	
REVISION:	

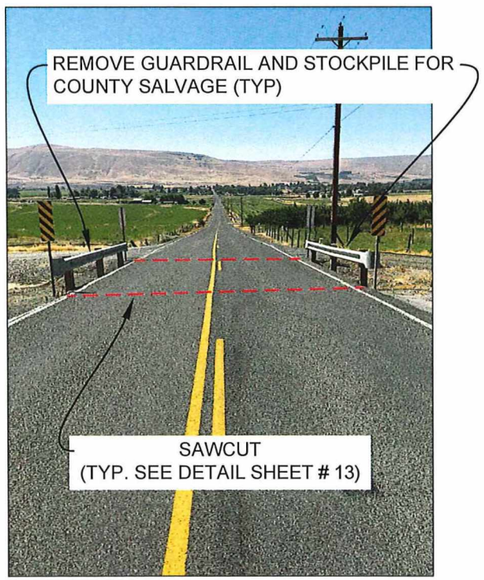
BRIDGE INFORMATION	
BRIDGE LENGTH	25 L.F.
BRIDGE WIDTH	24 L.F.
MATERIAL	PRESTRESSED CONCRETE 6 UNITS

NORTH



EAST

SOUTH



WEST

BENTON COUNTY

BENTON COUNTY WASHINGTON

ROAD DEPARTMENT

OBSOLETE BRIDGE REMOVAL CE 2069 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE:

DATE	BY	DESCRIPTION	REV.

ROTHROCK ROAD @ M.P. 1.097

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555

ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF WORK SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N: CH'D:

HORIZ. SCALE:

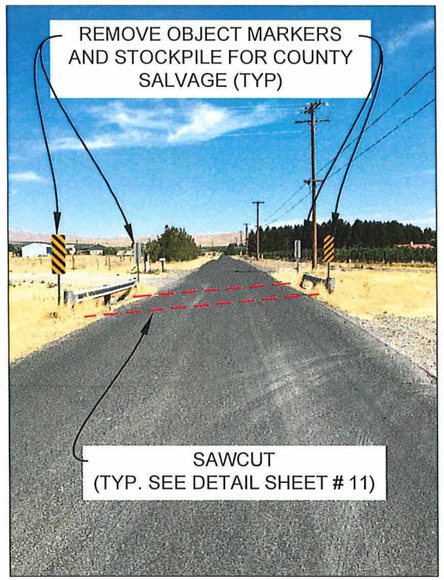
VERT. SCALE:

REVISION:

SHEET 6 OF 13

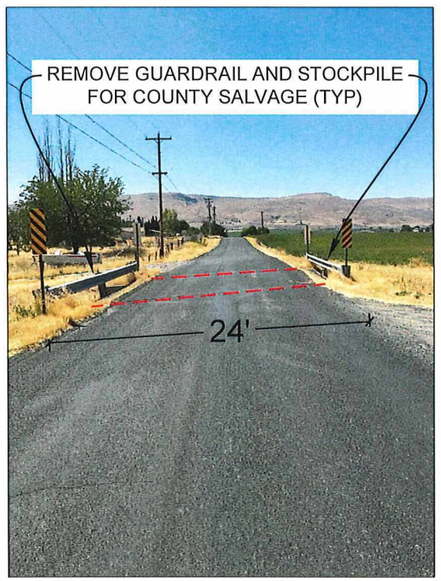
BRIDGE INFORMATION	
BRIDGE LENGTH	19 L.F.
BRIDGE WIDTH	24 L.F.
MATERIAL	PRESTRESSED CONCRETE 6 UNITS

NORTH

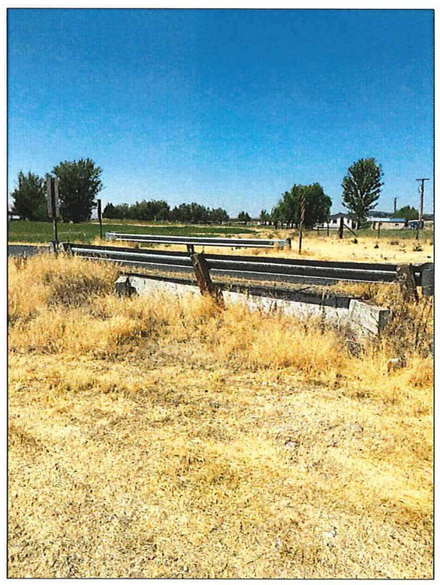


EAST

SOUTH



WEST



BENTON COUNTY

BENTON COUNTY WASHINGTON

ROAD DEPARTMENT

OBSOLETE BRIDGE REMOVAL CE 2069 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT STATE OF WASHINGTON 8031922 REGISTERED PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE:

DATE	BY	DESCRIPTION	REV.

THOMAS ROAD @ M.P. 0.759

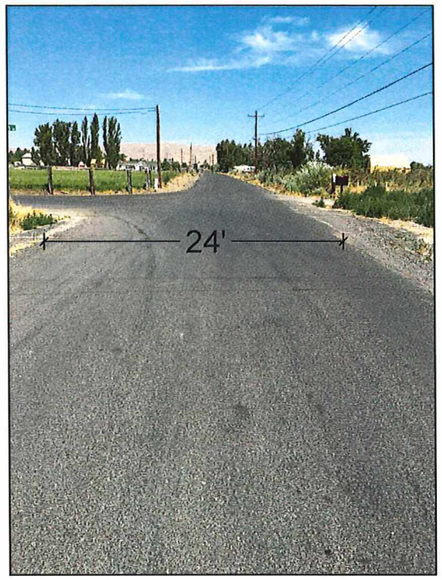
CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-454-0000

ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF KNOWN ITEMS ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND ITEMS PRIOR TO CONSTRUCTION & NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

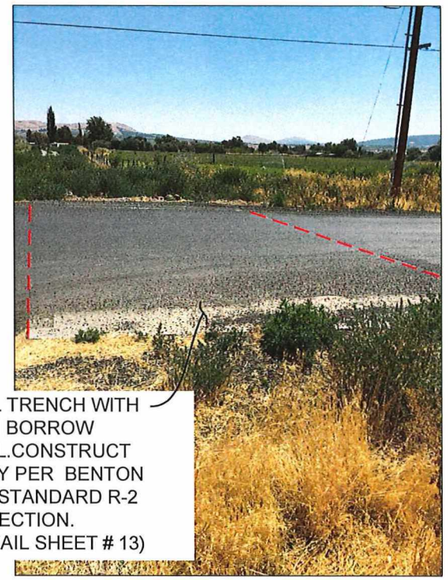
DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

BRIDGE INFORMATION	
BRIDGE LENGTH	16 L.F.
BRIDGE WIDTH	28 L.F.
MATERIAL	PRESTRESSED CONCRETE 7 UNITS

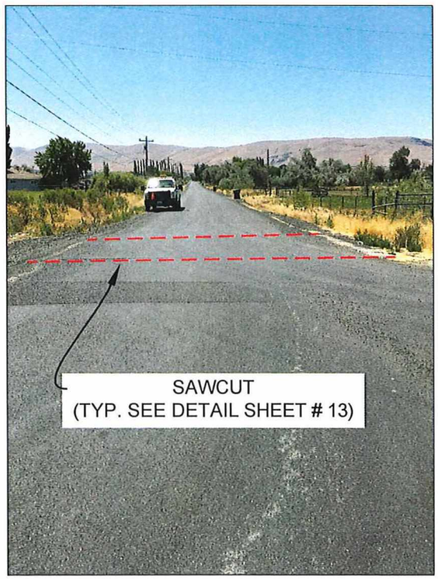
NORTH



EAST



SOUTH



WEST

BENTON COUNTY

BENTON COUNTY WASHINGTON

ROAD DEPARTMENT

OBSOLETE BRIDGE REMOVAL CE 2069 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE:

DATE	BY	DESCRIPTION	REV.

WHAN ROAD @ M.P. 1.331

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-454-8965

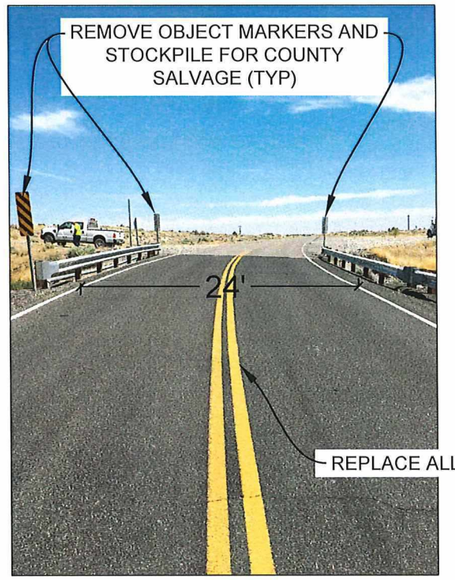
ALL UNDERGROUND UTILITIES ARE SCHEMATICALLY AND NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. IT IS CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY EXISTING UTILITIES & NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 8 OF 13

BRIDGE INFORMATION	
BRIDGE LENGTH	34 L.F.
BRIDGE WIDTH	28 L.F.
MATERIAL	PRESTRESSED CONCRETE 7 UNITS

NORTH



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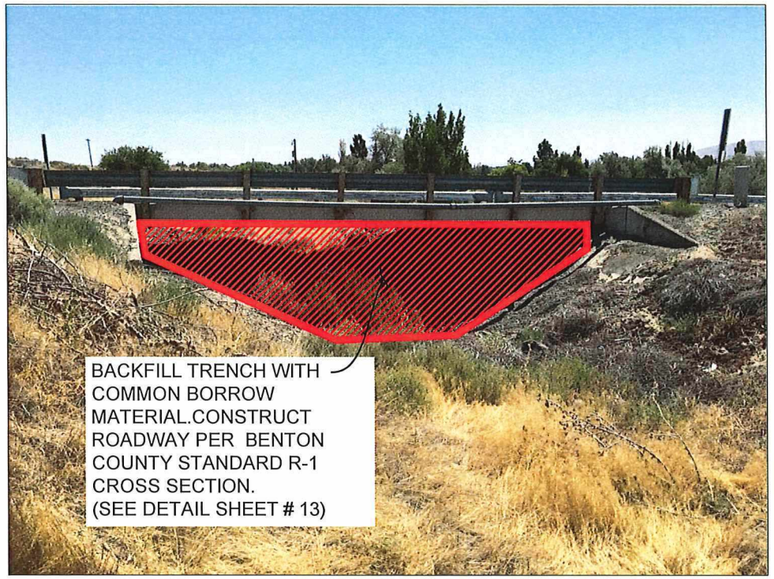
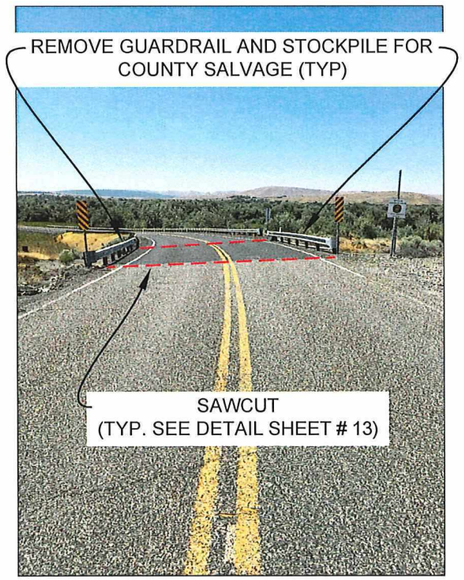


SOUTH



WEST

BENTON COUNTY

BENTON COUNTY WASHINGTON

ROAD DEPARTMENT

OBSOLETE BRIDGE REMOVAL CE 2069 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE:

DATE	BY	DESCRIPTION	REV.

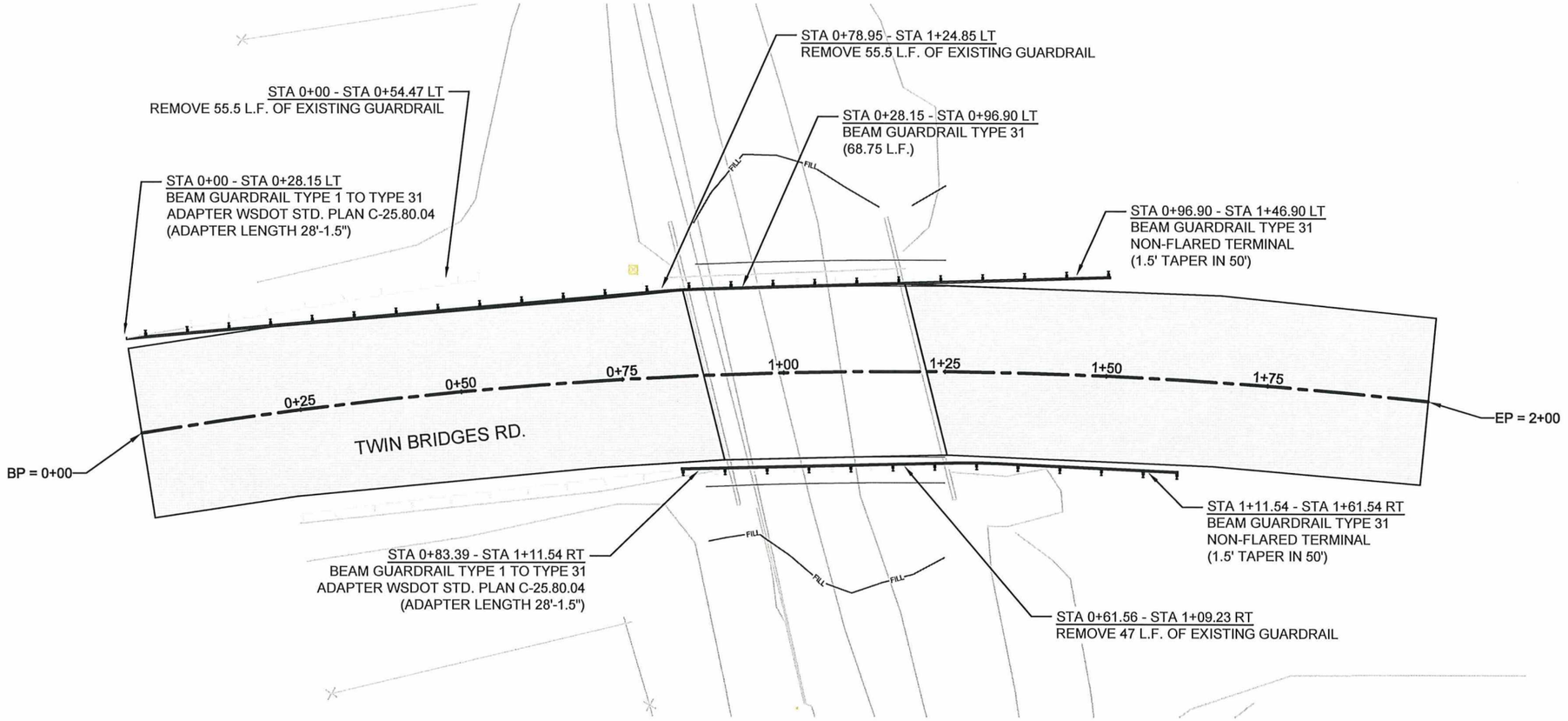
TWIN BRIDGES ROAD @ M.P. 1.708

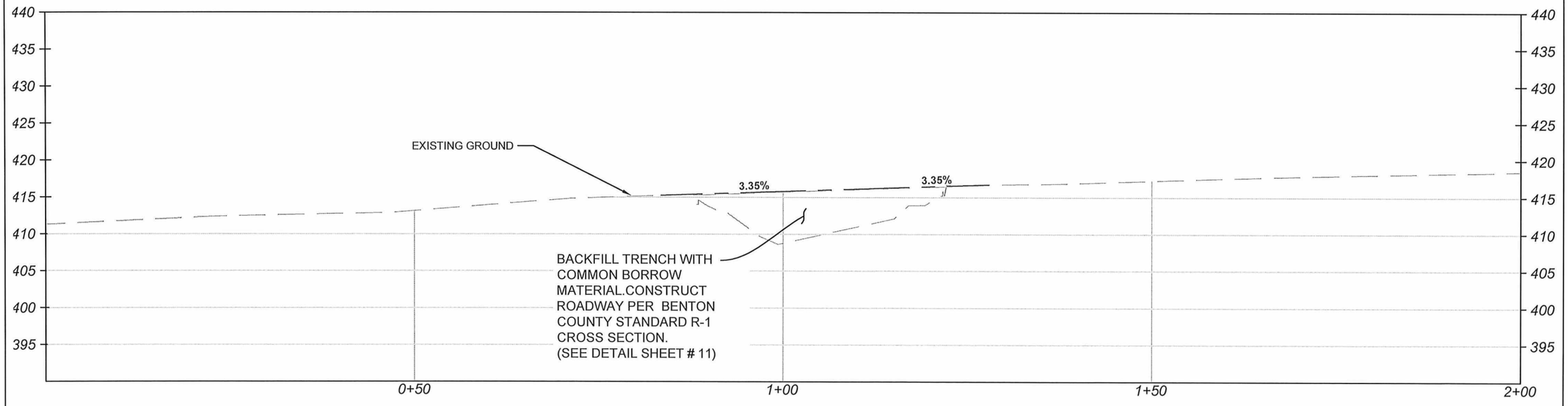
CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555

ALL UNDERGROUND UTILITIES ARE SCHEMATICALLY SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING ANY EXCAVATION FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 9 OF 13





BENTON COUNTY

BENTON COUNTY
WASHINGTON

ROAD DEPARTMENT

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE:

BY	DATE

DESCRIPTION

REV.

TWIN BRIDGES GUARDRAIL IMPROVEMENTS

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-454-4555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY EXISTING UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'ft:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 10 OF 13

SEE SHEET 12
DETAIL A-1

SEE SHEET 12
DETAIL A-2

PROJECT LOCATION
(BRIDGE REMOVAL)

TWIN BRIDGES RD.

SNIVELY RD.

HARRINGTON RD.

WEIDLE RD.

SR - 240

SR-224

N

W20-1 ROAD CONSTRUCTION AHEAD
W20-2 DETOUR AHEAD
W20-3 SIDE ROAD CLOSED AHEAD
ROAD CLOSED 500 FT
ROAD CLOSED 1000 FT
ROAD CLOSED AHEAD

* SIGN SPACING TO BE 500'.
W20-1 SIGN SPACING TO BE
1500' BEFORE WORK ZONE.

DETOUR

BENTON COUNTY
BENTON COUNTY
WASHINGTON
ROAD DEPARTMENT

OBSOLETE
BRIDGE
REMOVAL
CE 2069 CRP

PREPARED UNDER
THE DIRECTION OF
& APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
10031922
REGISTERED
PROFESSIONAL ENGINEER
BENTON COUNTY
ENGINEER
DATE:

					DATE
					BY
					DESCRIPTION
					NO.

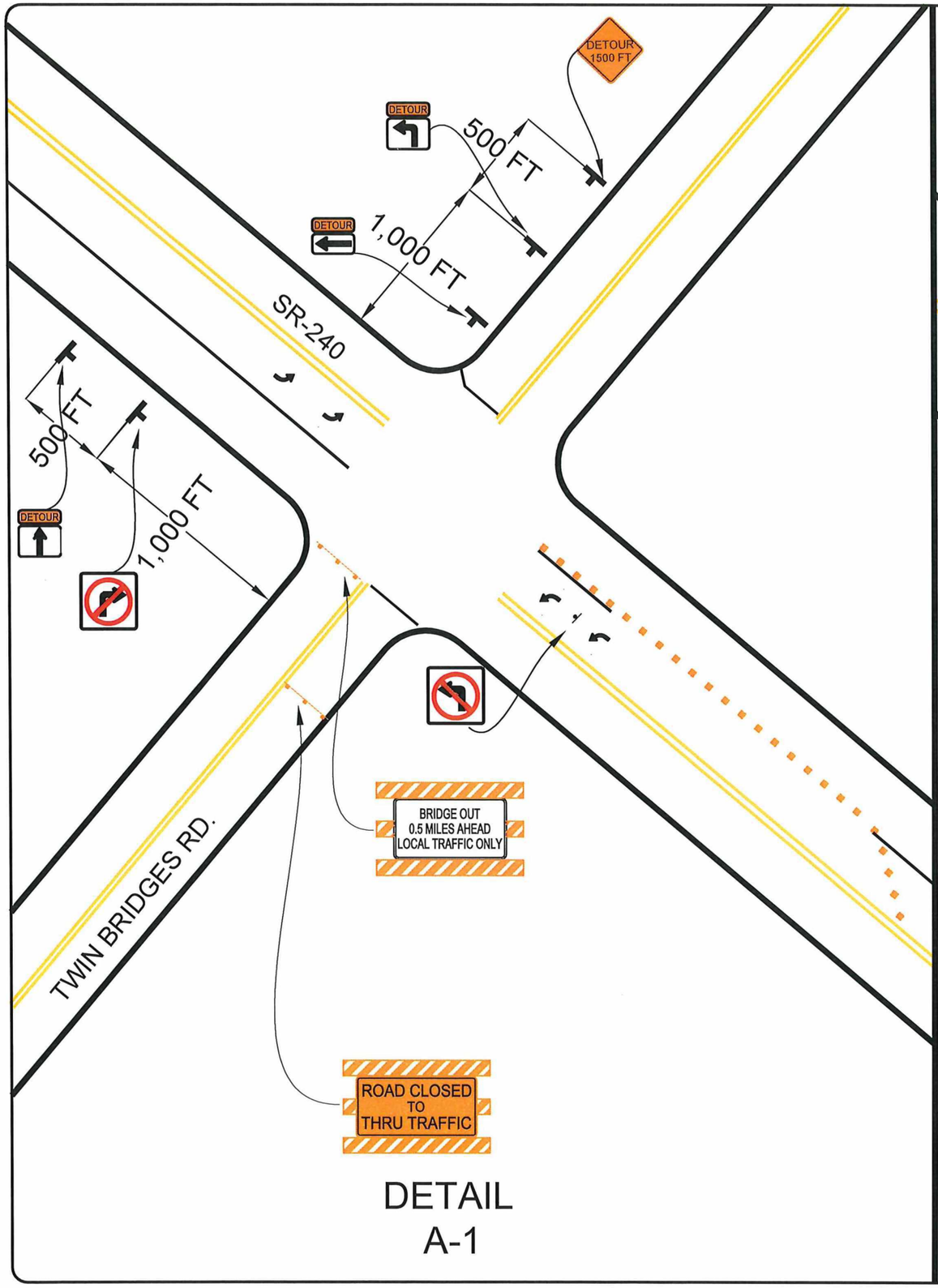
TWIN BRIDGES
ROAD CLOSURE

CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES
ARE NOT SHOWN. THE LOCATION OF THOSE
SHOWN ARE APPROXIMATE. THE CONTRACTOR
IS RESPONSIBLE TO FIELD VERIFY ALL
UNDERGROUND & ABOVE GROUND EXISTING
CONDITIONS AND NOTIFY ENGINEER FOR RESOLUTION
OF CONFLICTS.

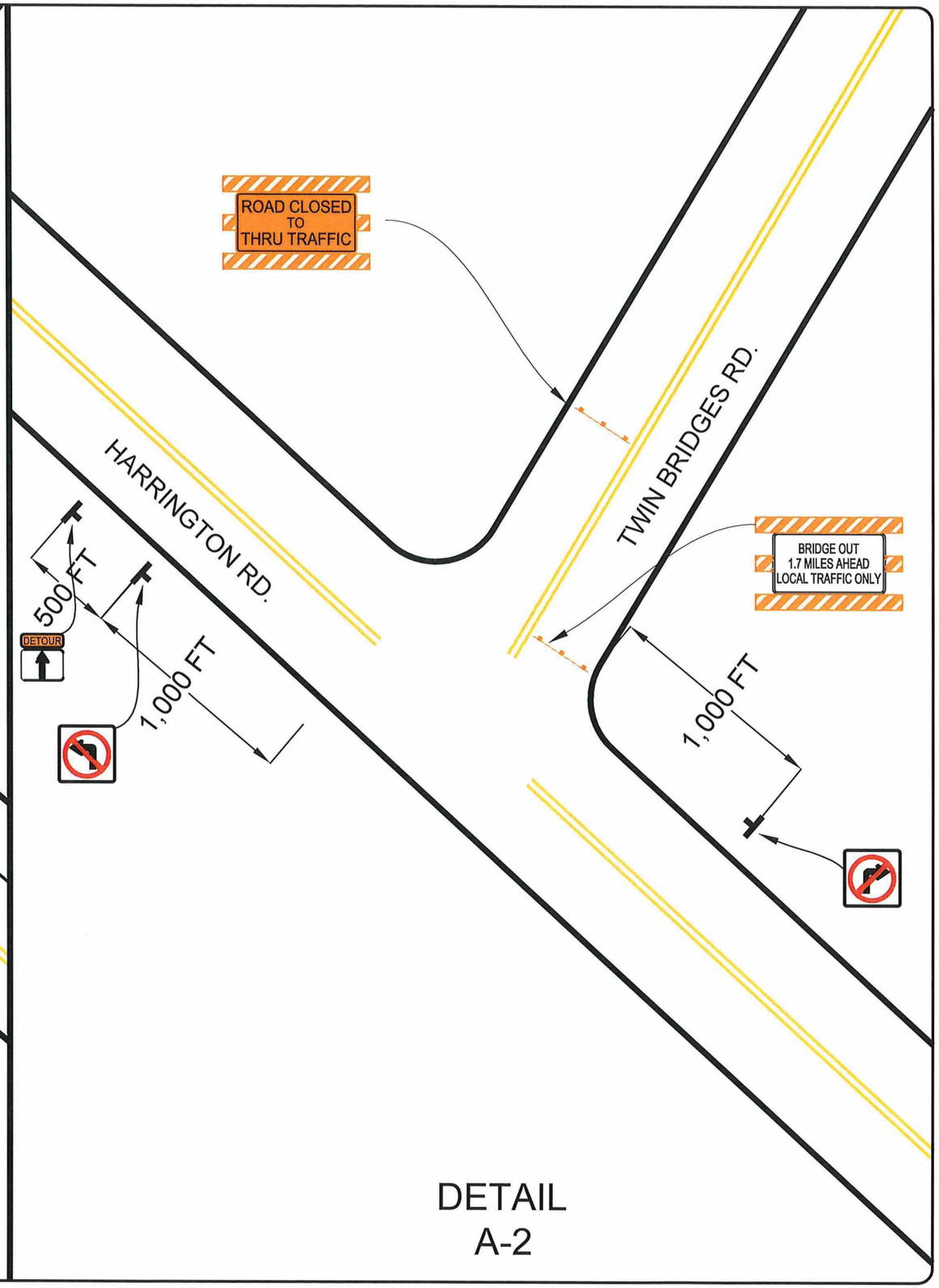
DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

DETOUR
PLAN

SHEET 11 OF 13



DETAIL
A-1



DETAIL
A-2

BENTON COUNTY
BENTON COUNTY
WASHINGTON
ROAD DEPARTMENT

OBSOLETE
BRIDGE
REMOVAL
CE 2069 CRP

PREPARED UNDER
THE DIRECTION OF
& APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
16031922
REGISTERED
PROFESSIONAL ENGINEER

BENTON COUNTY
ENGINEER

DATE:

DATE	BY	DESCRIPTION	REV.

TWIN BRIDGES
ROAD CLOSURE

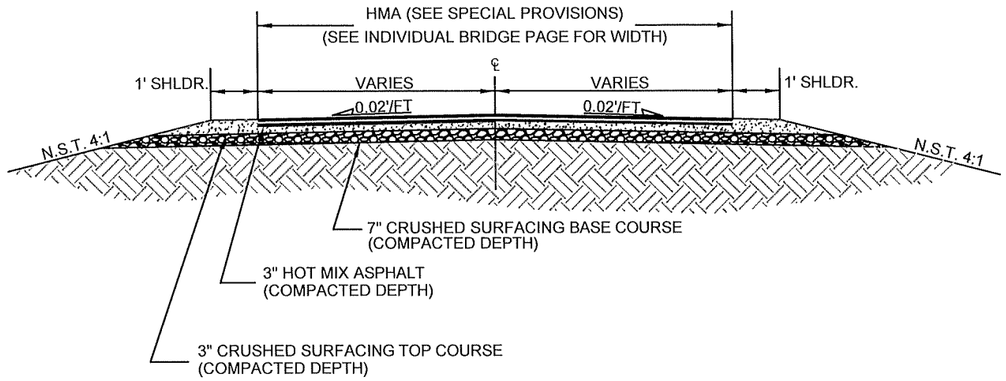
CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES
ARE NOT SHOWN. THE LOCATION OF THOSE
SHOWN ARE APPROXIMATE. THE CONTRACTOR
SHALL NOTIFY ALL UTILITIES OWNING
UNDERGROUND & ABOVE GROUND SYSTEMS
CONCERNED, ENGR'S ENGINEER FOR RESOLUTION
OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

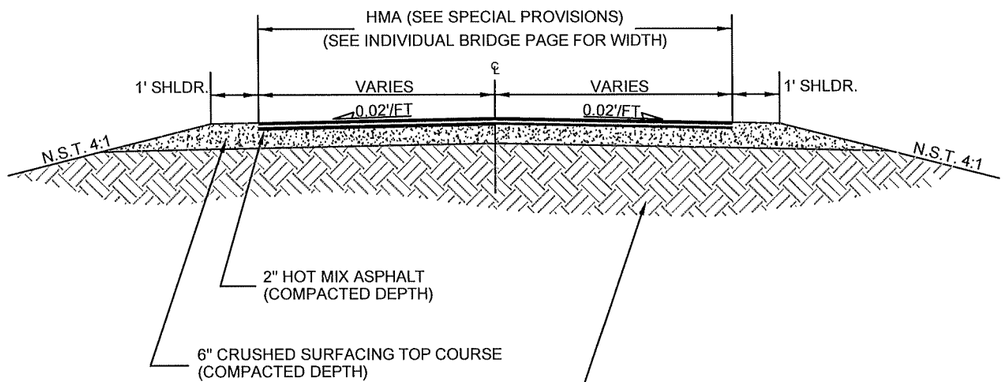
DETOUR
PLAN

SHEET 12 OF 13

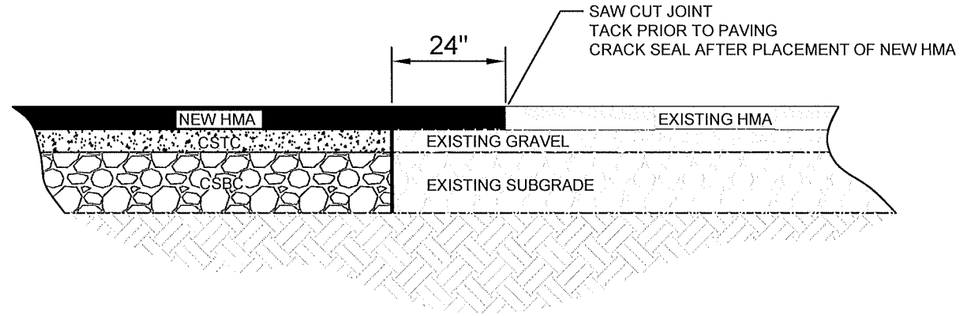
ROADWAY CROSS SECTION R-1
(District Line Rd, Rothrock Rd, Twin Bridges)



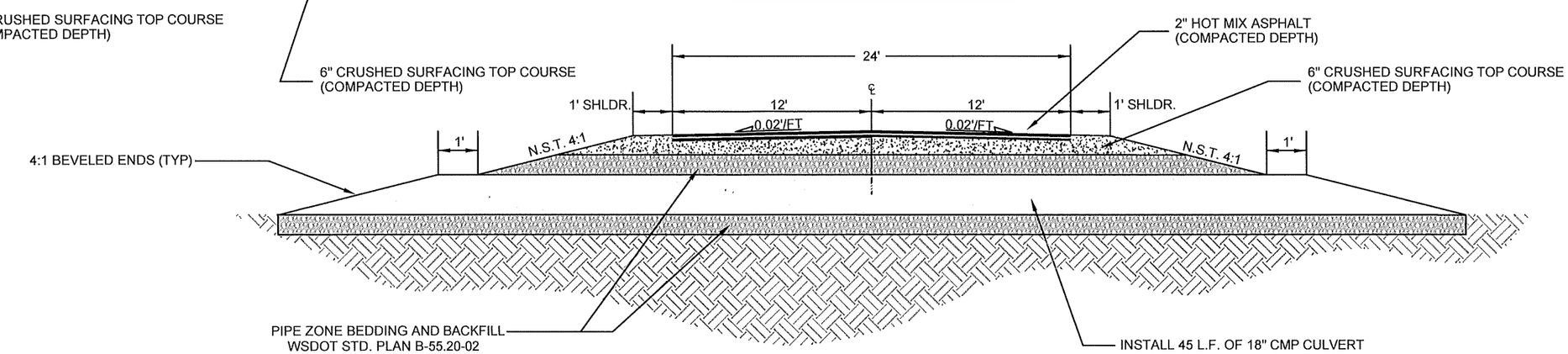
ROADWAY CROSS SECTION R-2
(East Roza Rd, Thomas Rd, Whan Rd)



CONST. JOINT (TYP.)



DAVIS ROAD @ M.P. 0.006



BENTON COUNTY
BENTON COUNTY
WASHINGTON
ROAD DEPARTMENT

OBSOLETE
BRIDGE
REMOVAL
CE 2069 CRP

PREPARED UNDER
THE DIRECTION OF
& APPROVED BY:
DOUGLAS P. D'HONDT
STATE OF WASHINGTON
16031922
REGISTERED
PROFESSIONAL ENGINEER
BENTON COUNTY
ENGINEER
DATE:

NO.	DESCRIPTION	BY	DATE

DETAILS

CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES
ARE NOT SHOWN. THE LOCATION OF THOSE
SHOWN ARE APPROXIMATE. THE CONTRACTOR
IS RESPONSIBLE TO FIELD VERIFY EXISTING
CONDITIONS & NOTIFY ENGINEER FOR RESOLUTION
OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

DETAILS

SHEET 13 OF 13

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Clean Harbors Hazardous Waste Event and Disposal
Presenter:	N/A
Prepared By:	Blanca Parham
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:	**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 Solid Waste Fund (0155101), in accordance with the Benton County Solid Waste Plan, provides certain hazardous waste services, including the collection of residential household hazardous waste at annual collection events and the disposal of hazardous waste collected at Benton County facilities. In order to provide these services, contract services are required for the collection, handling, and disposal of hazardous waste.

The Benton County Board of Commissioners signed Res. 2013-431, which authorized an agreement that permits the County to utilize master contracts held by the Washington State Department of Enterprise Services. Master Contract No. 03614 is held between the Department of Enterprise Services and Clean Harbors Environmental Services, a corporation out of Norwell, Massachusetts, with local office in Spokane Valley, Washington.

The Benton County Solid Waste Fund will hold an event this June for the collection of household hazardous waste. Handling, transport, and disposal of waste collected at this event will be through Clean Harbors Environmental Services via the Master Contract No. 03614.

Fiscal Impact

The Solid Waste Fund (0155101) will pay up to $300,000.00. Seventy-five percent (75%) of this is reimbursable from the Department of Ecology through the established Local Solid Waste Financial Aid Grant, and the remaining twenty-five percent (25%) is paid by the local jurisdictions based on population; this results in a reimbursement of monies to the fund.

Recommendation

The County Engineer recommends that the Board authorize the purchase of hazardous waste handling and disposal services from Clean Harbors Environmental Services through the use of the Washington State Master Contract Usage Agreement in the amount of up to $300,000.00.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLID WASTE, RE: APPROVAL OF PURCHASE OF HAZARDOUS WASTE DISPOSAL SERVICES FROM CLEAN HARBORS ENVIRONMENTAL SERVICES, NORWELL, MA 02061, WITH LOCAL OFFICE AT 407 N THIERMAN RD SPOKANE VALLEY, WA 99212

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, the Benton County Solid Waste Fund holds routine household hazardous waste collection events, in accordance with the Benton County Solid Waste Master Plan and the current Local Solid Waste Financial Aid Grant with the Department of Ecology; and

WHEREAS, Hazardous Waste Handling and Disposal is listed on Contract 03614 and is available from Clean Harbors Environmental Services; and

WHEREAS, waste is scheduled to be collected and disposed of as part of the household hazardous waste event in Kennewick this June 2021; and

WHEREAS, the County Engineer recommends the approval of the purchase through the use of the Master Contract Usage Agreement Contract No. 03614; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners authorizes the Solid Waste Fund to purchase hazardous waste handling and disposal services from Clean Harbors Environmental Services, Norwell, MA 02061 through the use of the Washington State Master Contract Usage Agreement-Contract No. 03614 for an amount up to $300,000.00.

Dated this 18th day of May, 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.: Public Works B. Parham
c: Auditor

SERVICE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Clean Harbors Environmental Services, Inc.
Vendor Number: W3808
Vendor Contact: Ben Turnbull-Hall, Technical Services Ops Manager
Vendor Contact Phone: 509-992-2554
Vendor Principal Place of Business: 42 Longwater Drive, Norwell, MA 02261

Ship To:

Bill To:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

P.O. Date:	5/18/2021
Delivery Date:	6/5/2021

Line	Description	Qty	Unit Price	Total Price
	WA State Contract 03614-Hazardous Waste Handling			
	and Disposal Service			
	Vendor agrees to provide the services at the prices	variable	as per State	
	listed in attached Exhibit A, Washington State		Contract 03614	
	Department of Enterprise Services Contract #03614			
	Event location is: Kennewick Maintenance Facility			
	102808 Wiser Parkway, Kennewick, WA 99338			
	Total amount payable under this Agreement not to			
	exceed $300,000.00			

The term of this Agreement shall expire on December 31, 2021. Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to Exhibit A.

		-
SUB TOTAL =	$	-
SALES TAX =		-
TOTAL ORDER =	$	-

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 03614 (copy attached hereto as Exhibit A).

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Blanca Parham
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-786-5611
Email:
blanca.parham@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor): _____
Reid Hay, Civil DPA

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Paul Van Der Bosch Title: Vice President Date: May 10, 2021

Vendor Signature: Paul Van Der Bosch

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

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

Exhibit A

Contract Summary

Hazardous Waste Handling and Disposal Service

Contract #: 03614
Replaces: 03505
Contract Type: MASTER CONTRACT

This contract provides:

• Recycling, treatment, energy-recovery, incineration, and landfill waste-management methods.
• Disposal facilites, RTSDF have been visited by Washington State Hazardous Waste Technical Committee.
• Provides on-site packaging service, supplies and packing containers.
• Waste sampling and analysis/testing services.
• Full documentation of waste handling and disposal for all waste streams.

DES MANAGEMENT FEE: The contractor is authorized to reflect the management fee as a separate line item (SLI) on the invoice of .76%

Effective Date: 06-30-2016
Est. Annual Worth: $466,667
Current Term Ends On: 06-29-2025
Final Term Ends On: 06-29-2025
Commodity Code(s): 926-45, 926-77, 968-71
Diversity: 0% WBE 0% MBE
# of Bids Received: 3

Contact Info:
Breann Aggers
(360) 407-9416
breann.aggers@des.wa.gov

Secondary Contact Info:
Team D
(360) 407-2215
DESContractsTeamCedar@des.wa.gov

Who Can Use This Contract?

- Organizations with Master Contract Usage Agreements
- MCUA Customer Communication Profile
- Oregon Coop Members

- Pricing
- Specifications

- Contract & Amendments
- Contractor Information
- Waste Handling Facilities Information

- Original Solicitation Documents
- Pricing & Ordering
- Bid Tab
- Memo to File

This Contract has no Resource Documents

Showing 1 to 1 of 1 Vendors

All Vendors Per Page.

Search Vendors:

1

Vendor	Vendor #	Authorized Fulfillment Partners	OMWBE	Veteran	Small Business	Considerations / Preferences
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	W3808					

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

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

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

(360) 407-2210
contractingandpurchasing@des.wa.gov
Find a Contracts Specialist

Access Washington®

© Copyright 2012 Department of Enterprise Services

Blanca Parham

From: Reid Hay
Sent: Monday, May 10, 2021 11:46 AM
To: Blanca Parham
Subject: RE: Signature on Benton County State Contract

Blanca,

I approve as to form. If it is easier, you can send it to the vendor and collect my signature later.

-- Reid

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Blanca Parham <Blanca.Parham@co.benton.wa.us>
Sent: Monday, May 10, 2021 8:15 AM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Subject: FW: Signature on Benton County State Contract
Importance: High

Do you want me to have the contractor sign it first?

Blanca Parham
Assistant Operations Manager
Public Services Building
102206 E Wiser Parkway
Kennewick, WA 99338
Benton County Public Works
Phone: 509-786-5611
Email: blanca.parham@co.benton.wa.us

From: Blanca Parham
Sent: Friday, May 7, 2021 4:27 PM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Subject: Signature on Benton County State Contract
Importance: High

Reid,

Attached is a state services contract for the hazardous waste event we will be having and the contract summary (Exhibit A). I only changed the outdated information like the date and commissioner names on the contract. When you have a chance can you sign it please?

Blanca Parham
Assistant Operations Manager
Public Services Building
102206 E Wiser Parkway
Kennewick, WA 99338
Benton County Public Works
Phone: 509-786-5611
Email: blanca.parham@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Speed limit revisions on Shelby Road and Wamba Road
Presenter:	N/A
Prepared By:	Clayton Rawlings
Reviewed By:	Doug 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:** *(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 Public Works Department identified the following roads, Shelby Road and Wamba Road, as needing traffic evaluations and speed studies. Traffic studies, engineering studies, and field reviews were conducted for these County roads by Benton County Engineering and Road staff.

The study collected data on traffic volumes, road conditions, current posted speed and 85th percentile speed. Each road was evaluated based on these factors including engineering judgement and recommended methods of setting speed contained in the current version of the MUTCD and FHWA guidance of setting speed limits.

Additional speed limit signs will be installed to indicate the revised speed limits. Two signs are required at an average cost of $300.00 per sign.

Fiscal Impact

Amount: $600.00

Fund: Road Fund (0101-101)

Recommendation

Staff recommends that the speed limits on Shelby Road and Wamba Road be revised as outlined to meet County and State uniformity practices and to meet or exceed guidelines outlined in the current edition of the MUTCD.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE: SPEED LIMITS ON SHELBY ROAD AND WAMBA ROAD

WHEREAS, RCW 46.61.415 provides that local authorities may establish or alter maximum speed limits; and

WHEREAS, the County Engineer has identified the following roads as needing speed limit revisions; and

WHEREAS, the County Engineer recommends designating speed limits on these County roads based on the characteristics of the roads, collected traffic study data and residential status of the neighborhoods; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW THEREFORE**

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on various County roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of speed limits listed below on the following roadways:

ROAD NAME	Beginning Point	Ending Point	New Speed Limit
Shelby Road	MP 0.0	MP 0.54	35
Wamba Road	MP 0.0	MP 0.46	35

Dated this 18th day of May 2021.

_____
Chairman

_____
Chairman Pro-Tem

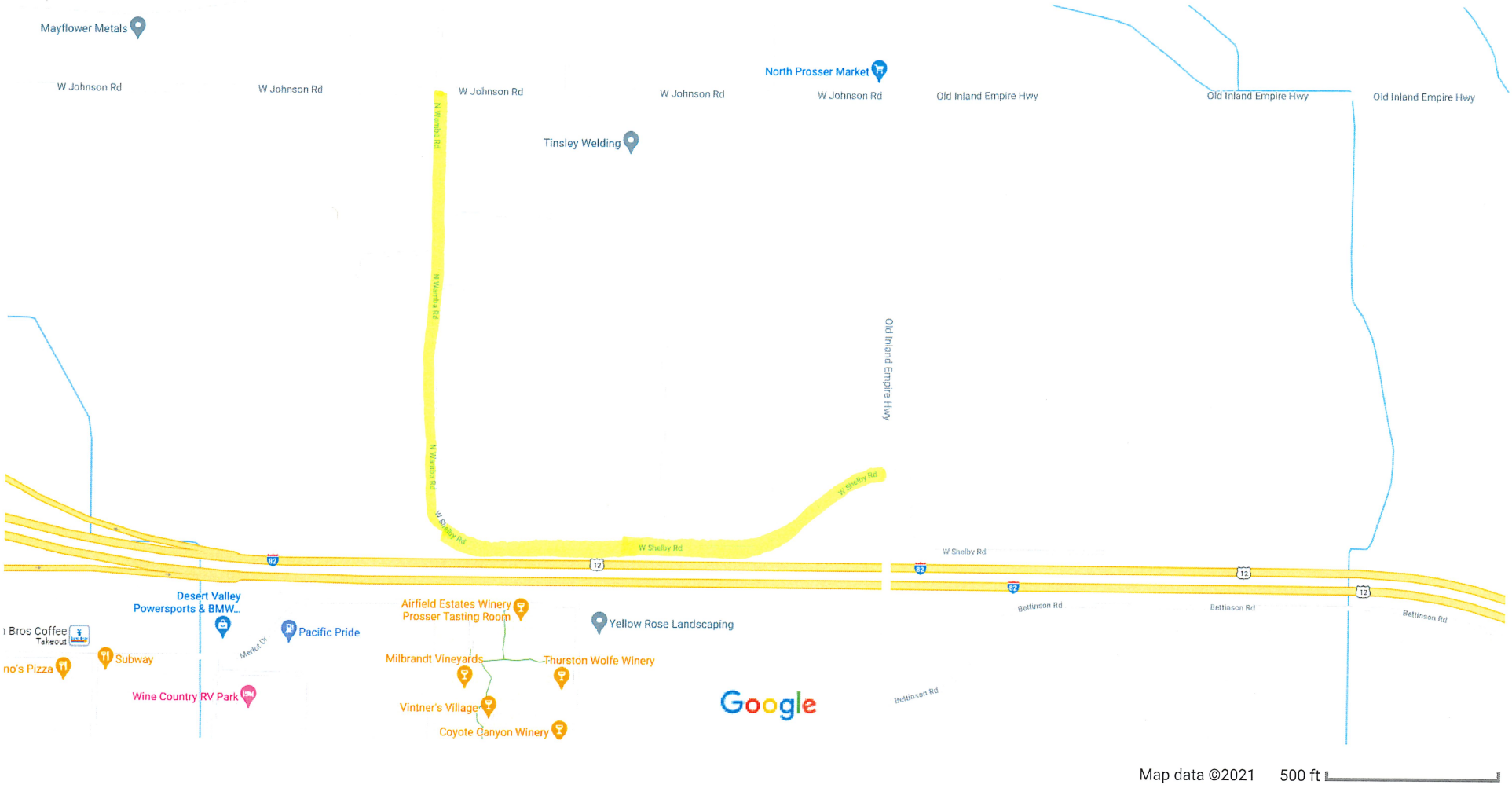
_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works

C. Rawlings


Google Maps
Mayflower Metals
W Johnson Rd
W Johnson Rd
W Johnson Rd
W Johnson Rd
W Johnson Rd
North Prosser Market
Old Inland Empire Hwy
Old Inland Empire Hwy
Old Inland Empire Hwy
Tinsley Welding
N Wamba Rd
N Wamba Rd
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W Shelby Rd
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Desert Valley Powersports & BMW...
Pacific Pride
Merlot Dr
Airfield Estates Winery Prosser Tasting Room
Yellow Rose Landscaping
Bros Coffee Takeout
Subway
no's Pizza
Milbrandt Vineyards
Thurston Wolfe Winery
Wine Country RV Park
Vintner's Village
Coyote Canyon Winery
Google
Bettinson Rd
Map data ©2021
500 ft

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Authorization to purchase one 2021 Ford Escape for the Building Department's use from Clary Longview, LLC
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	M. McGhan

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 Building Department was authorized to hire another inspector, therefore, the Building Manager has expressed the need for one (1) new Ford Escape for staff use . Clary Longview, LLC, Longview, WA is the current state contract vehicle vendor and has one available for purchase off State Contract No. 05916.

The vehicle will be purchased utilizing funds from the Protective Inspection Services Fund and per the ER&R Fund Policy (Resolution 2019-927) be placed in the ER&R replacement program.

A Purchase Agreement has been prepared to allow the purchase of this vehicle, utilizing Washington State Contract No. 05916; has been approved by our Deputy Prosecuting Attorney; and has been signed by Clary Longview, LLC.

Fiscal Impact

Amount: An amount not to exceed $27,500.00 including WSST

Fund: Protective Inspection Services Fund (0149101.000.00000.594.240.6401)

Recommendation

Approve the purchase of one (1) 2021 Ford Escape in an amount not to exceed $27,500.00 including WSST from Clary Longview, LLC utilizing State Contract No. 05916.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE (1) 2021 FORD ESCAPE FOR THE BUILDING DEPARTMENT'S USE FROM CLARY LONGVIEW, LLC, LONGVIEW, WASHINGTON UTILIZING WASHINGTON STATE CONTRACT NO. 05916

WHEREAS, Washington State Contract No. 05916 allows for the purchase of 2021 Ford Escapes from Clary Longview, LLC, Longview, WA; and

WHEREAS, the Benton County Building Manager has expressed the need for another Ford Escape for use by the Building Department's staff; and

WHEREAS, the following vehicle, in accordance with the attached quote, has been determined to meet the need:

- One (1) 2021 Ford Escape with an amount not to exceed $25,204.00 plus WSST; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of this vehicle, utilizing Washington State Contract No. 05916; has been approved by our Deputy Prosecuting Attorney; and has been signed by Clary Longview, LLC; and

WHEREAS, the Fleet Superintendent recommends that the above vehicle be purchased for the Building Department's use and placed in the ER&R replacement program; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and approves the Purchase Agreement for the purchase of one (1) 2021 Ford Escape from Clary Longview, LLC, Longview, WA in an amount not to exceed $27,500.00 including WSST utilizing State Contract No. 05916; and

BE IT FURTHER RESOLVED the vehicle will be purchased for the Building Department's use utilizing funds from the Protective Inspection Services Fund and per the ER&R Fund Policy (Resolution 2019-927) be placed in the ER&R replacement program.

Dated this 18th day of May 2021.

_____
Chairman of the Board

_____
Chairman ProTem

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest._____
Clerk of the Board

Original: Purchasing Dept.
cc: Auditor

S. Christen

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Clary Longview, LLC
Vendor Code: 235557
Vendor Contact: Kathleen Brennan ford.orders@budclary.com
Vendor Contact Phone: 360-423-4321 Ext. 7183
Vendor Principal Place of Business: Longview, WA

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

Ship To:	Bill To:
Benton County Public Works Department 102808 Wiser Parkway Kennewick, WA 99338	Benton County Public Works Department P. O. Box 1001 Prosser, WA 99350

P.O. Date: 5/18/2021
Delivery Date: Per Contract

		Est Qty	Unit Price	Total Price
	WA State Contract 05916-Motor Vehicles			
2021-5-15	2021 Ford Escape per attached quote	1	25,204.00	25,204.00
	through the Washington State Master Contract Usage			
	Agreement - Contract No. 05916			
				-

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916.

SUB TOTAL =	$ 25,204.00
8.40% SALES TAX =	2,117.14
TOTAL ORDER =	$ 27,321.14

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05916 between the State of Washington Department of Enterprise Services and Clary Longview, LLC.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 05916
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: 102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-539-4769
Email michael.mcghan@co.benton.wa.us

Approved as to Form

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Marie Tellinghuisen Title: Govt Contracts Mgr Date: 05/07/21

Vendor Signature: Marie Tellinghuisen

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

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

Shannon Christen

From: NOREPLY@des.wa.gov
Sent: Tuesday, May 4, 2021 6:31 AM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-5-15 - BENTON COUNTY - 10300

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Vehicle Quote Number: 2021-5-15 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Bud Clary Ford Hyundai (formerly Columbia Ford) (W403)
700 7th Avenue / PO Box 127
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 7187
Dealer Email: ford.orders@budclary.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (YZ)(N/A w/Titanium) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0311-001	2021 Ford Escape	1	$21,795.00	$21,795.00
2021-0311-011	S OPTION - All-Wheel Drive (AWD) (Includes 1.5L EcoBoost, Intelligent AWD System, 3.81 RAR) (2020MY: 26/31 MPG) (U9F/100A/996/448/TTVH)	1	$2,848.00	$2,848.00
2021-0311-013	S OPTION - (NEW) Mini Spare Wheel (mini spare tire, wheel nut wrench and jack) (replaces Tire Sealant Kit) (51U)	1	$109.00	$109.00
2021-0311-014	S OPTION - Splash Guards (factory) (63C)	1	$207.00	$207.00
2021-0311-205	Fire Extinguisher, 2.5# Chemical ABC Rated w/ Mounting Bracket (DLR)	1	$35.00	$35.00
2021-0311-207	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$120.00	$120.00
2021-0311-208	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	$90.00	$90.00

Quote Totals

Total Vehicles:	1
Sub Total:	$25,204.00
8.4 % Sales Tax:	$2,117.14
Quote Total:	$27,321.14

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Executing a Contract Amendment #1 with Apollo Mechanical Contractors for Jail Boiler Replacement Project
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

Resolution 2021-280 authorized the Chairman of the Board of Benton County Commissioners to sign a Public Works Contract with Apollo Mechanical Contractors to install two boilers in the Jail.

During the installation, it was discovered that a valve that was not included in the project was leaking and needed to be replaced.

County Staff worked with Apollo Mechanical Contractors to develop a Contract Amendment to replace the leaking valve for $830.71.

Fiscal Impact

Amount: $830.71 excluding W.S.S.T.

Fund: 1/10th Criminal Justice Fund (Fund # 0133-101)

Recommendation

Execute Contract Amendment #1 with Apollo Mechanical Contractors for the replacement of the leaking valve.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE FIRST AMENDMENT TO THE PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND APOLLO MECHANICAL CONTRACTORS

WHEREAS, Resolution 2021-280 authorized the Chairman of the Board of Benton County Commissioners to sign a Public Works Contract with Apollo Mechanical Contractors to install two boilers in the Jail; and

WHEREAS, it was discovered during the installation that a valve that was not included in this project was leaking and needed to be replaced; and

WHEREAS, County Staff worked with Apollo Mechanical Contractors to develop a Contract Amendment to replace the leaking valve for $830.71; **NOW, THEREFORE,**

BE IT RESOLVED, that the attached First Amendment to the Public Works Contract between Benton County and Apollo Mechanical Contractors is hereby approved, and the Chairman of the Board of Benton County Commissioners is authorized to sign said Amendment; and

BE IT FURTHER RESOLVED, the not to exceed amount has been increased to $135,072.71; and

BE IT FURTHER RESOLVED, all other terms and conditions of said Public Works Contract remain the same.

Dated this 18th day of May 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

DocuSign Envelope ID: ECABE8AD-AB62-4E5D-BCE7-C5B5911527B5

FIRST CONTRACT AMENDMENT
PUBLIC WORKS CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **APOLLO MECHANICAL CONTRACTORS**, a corporation organized under the laws of the State of Washington, with its principal offices at 1133 W Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2021-280, the parties entered into a Public Works Contract (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to replace two boilers in the Jail Penthouse; and

WHEREAS, the CONTRACTOR identified a leaking valve that was not called out to be replaced within the original CONTRACT; and

WHEREAS, this First Amendment is to expand the scope work to include the replacement of the leaking valve; and

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

1. **CONTRACT DOCUMENTS** Section 1. of the CONTRACT, "CONTRACT DOCUMENTS" is amended by the addition of the following:

   e. Exhibit E – Change Order #1 Proposal.

3. **SERVICES PROVIDED** Section 3.a. of the CONTRACT, "SERVICES PROVIDED" is amended and replaced with the following:

   a. The CONTRACTOR agrees to replace the two boilers in the Jail Penthouse and leaking valve in accordance with the Drawings, Specifications and Change Order Proposal, attached hereto as Exhibit D & E, and incorporated herein by reference.

5. **COMPENSATION** Section 5.a. & b. of the CONTRACT, "COMPENSATION" is amended and replaced with the following:

   a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of One-Hundred Thirty-Five Thousand Seventy-Two Dollars and Seventy-One Cents ($135,072.71), excluding W.S.S.T., in accordance with Exhibit A, "Bid Form", which is attached hereto and incorporated herein by reference.

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b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One-Hundred Thirty-Five Thousand Seventy-Two Dollars and Seventy-One Cents ($135,072.71), excluding W.S.S.T. Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

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

FOR BENTON COUNTY

Chairman Date

Attest: Clerk of the Board

APOLLO MECHANICAL CONTRACTORS

DocuSigned by:
Nicole Sexton 5/4/2021 | 3:05 PM PDT
Signature 2BAE9E761C84A7... Date

Nicole Sexton
Name

Document Control Manager
Title

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney, Civil

5/4/21
Date

DocuSign Envelope ID: ECABE8AD-AB62-4E5D-BCE7-C5B5911527B5

Apollo Sheet Metal, Inc.

1207 W. Columbia Drive
Kennewick, WA 99336
509-586-1104
fax 509-582-6590
WWW.APOLLOSM.COM

PROPOSAL

Customer Reference	Valve install
Apollo Proposal Number	PCO-001
Apollo Project Number	M2476
Proposal Date	4/27/2021

PROJECT: **Benton County Jail Boiler Replacement**

Change Description: COST ASSOCIATED WITH REPLACING VALVE.

Please see attached detail for breakdown on charges.

TOTAL THIS CHANGE PROPOSAL: $ 830.71

Authorized Apollo Sighature

DocuSign Envelope ID: ECABE8AD-AB62-4E5D-BCE7-C5B5911527B5

Apollo Sheet Metal, Inc.
1207 W. Columbia Drive
Kennewick, WA 99336
509-586-1104
fax 509-582-6590

PROPOSED CHANGE ORDER

BREAKDOWN OF COSTS

Benton County Jail Boiler Replacement

Apollo Proposal Number PCO-001

SHEET METAL/HVAC

		# of Hrs.	Rate	Total	
LABOR:					
	Shop Labor	0.00	68.00	0.00	
	Field Labor	0.00	78.00	0.00	
	Controls Labor	0.00	68.00	0.00	
		Subtotal Labor			$0.00
	Supervision 15% total labor above				$0.00
LABOR BURDENS:					
	Shop Burden 35% of Shop Labor				$0.00
	Safety 2%				$0.00
MATERIALS AND EQUIPMENT					
	Delivery $50.00 per trip				
	Sheet Metal Materials			0.00	
	Controls Materials			0.00	
	Sheet Metal Equipment			0.00	
	Controls Equipment			0.00	
	Small Tools 5% of Field Labor			0.00	
		Subtotal Matls. And Equipment			$0.00

PLUMBING/PIPING

		# of Hrs.	Rate	Total	
LABOR:					
	Field Labor	4.00	98.99	395.96	
	Field Labor ot	0.00	138.37	0.00	
		Subtotal Labor			$395.96
	Supervision 15% total labor above				$59.39
MATERIALS AND EQUIPMENT					
	Equipment/parts			0.00	
	Materials			200.00	
	Small Tools 5% of Field Labor			0.00	
		Subtotal Matls. And Equipment			$200.00

ADMINISTRATIVE AND MISC. COORDINATION

	Project Manager	1.00	67.00	$67.00
	Shop Drawings/Coordination	0.00	50.00	$0.00

SUBTOTAL APOLLO MATERIALS, EQUIPMENT AND LABOR			722.35	
	Overhead		15%	$108.35
	Subtotal	830.71		

SUBCONTRACTS

	TAB		0.00	
			0.00	
SUBTOTAL SUBCONTRACTS				$0.00
	Overhead and Profit on Subcontracts		10%	$0.00
	Subtotal	0.00		

SUBTOTAL APOLLO AND SUBCONTRACTS		830.71	
	B & O Insurance	0.0%	$0.00

GRAND TOTAL **$830.71**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Accepting work by Central Paving, LLC for the 2020 Crack Seal project
Presenter:	
Prepared By:	slc
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 County entered into a contract with Central Paving, LLC for C.E. 2089 SMP – 2020 Crack Seal project on June 30, 2020 (Res. 2020-434). Central Paving, LLC has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept Central Paving, LLC's work and the project as complete and authorize the release of the retainage.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY CENTRAL PAVING, LLC UNDER CONTRACT FOR C.E. 2089 SMP – 2020 CRACK SEAL

WHEREAS, on June 30, 2020 the Board of County Commissioners entered into a contract with Central Paving, LLC of Ellensburg, Washington (Resolution 2020-434) for C.E. 2089 SMP – 2020 Crack Seal; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer's recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Engineer's recommendation and hereby accepts the work performed by Central Paving, LLC under contract for C.E. 2089 SMP – 2020 Crack Seal as being completed in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board authorizes the release of the retainage in the amount of $15,470.00.

Dated this 18th day of May, 2021.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Original: Purchasing Dept.

S. Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Purchase of bulk diesel from Christensen, Inc. utilizing State Contract #00311
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Michael McGhan

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 County has three bulk diesel storage tanks, one each at the Prosser and Kennewick Road Maintenance Facilities and one at the Fairgrounds. There is a need to purchase the on-going replenishment of diesel fuel to be used by the vehicles and equipment managed by the ER&R Department. Washington State DES Contract No. 00311 allows for the purchase of bulk diesel fuel from Christensen, Inc. Normally these contracts are done on a yearly cycle The contract Christensen, Inc. has with the State is set to expire on May 20, 2021. The State put the contracts out to bid but had some problems. Therefore, they have extended the existing contracts with fuel vendors until December 31, 2021. This new Agreement with Christensen will allow the County to continue to purchase diesel fuel under the State Contract.

A Purchase Agreement stating the County is utilizing the State Contract has been prepared, reviewed and approved by our departmental Deputy Prosecuting Attorney, and has been signed by Christensen, Inc.

Fiscal Impact

Amount: Not to exceed amount of $100,000.00

Fund: Primarily the ER&R Fund, the fuel for the tank at the Fairgrounds will be purchased by Fairground funds.

Recommendation

Authorize the purchase of bulk diesel fuel from Christensen, Inc. utilizing the Washington State DES Contract No. 00311 from May 21, 2021 through December 31, 2021 in an amount not to exceed $100,000.00.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE PURCHASE OF BULK DIESEL FUEL FROM CHRISTENSEN, INC. UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES (DES) MASTER CONTRACT USAGE AGREEMENT

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services (DES); and

WHEREAS, there is a need to purchase the on-going replenishment of bulk diesel fuel for equipment and vehicles managed by ER&R; and

WHEREAS, Washington State DES Contract No. 00311 allows for the purchase of bulk diesel fuel from Christensen, Inc. until the expiration of that contract which is December 31, 2021; and

WHEREAS, our departmental Deputy Prosecuting Attorney has reviewed and approved the attached Purchase Agreement; and

WHEREAS, the Fleet Superintendent recommends the approval of the purchase of bulk diesel fuel from Christensen, Inc., utilizing DES Contract No. 00311; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners authorizes the purchase of bulk diesel fuel from Christensen, Inc., utilizing the Washington State DES Contract No. 00311 from May 21, 2021 through December 31, 2021, at or below the current state contract rate, in a total amount not to exceed $100,000.00.

Dated this 18th day of May 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 Dept.
c: Auditor

S Christen

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Christensen, Inc.
Vendor Code:
Vendor Contact: Marci Ballard
Vendor Contact Phone: 509-830-9444
Vendor Principal Place of Business: Richland, WA

Ship To: Benton County Road Dept.
14303 N. Hinzerling Rd., Prosser, WA or
1500 S. Oak St., Kennewick, WA or
102808 Wiser Parkway, Kennewick, WA
Order form will specify delivery location

Bill To:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

P.O. Date:	5/18/2021
Delivery Date:	Various

Line	Description	Qty	Unit Price	Total Price
	WA State Contract 00311 - Fuel: Keep Full & Bulk/			
	Will-Call Service			
	Purchase on-going replenishment of bulk diesel fuel			
	through the use of the Washington State Master			
	Contract Usage Agreement-Contract No. 00311			
	from May 21, 2021 through December 31, 2021			
	at or below the current state contract rate in an amount			
	not to exceed $100,000.00.	variable	as per State	
			Contract 00311	

This Agreement shall expire on December 31, 2021. Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to Exhibit A.

	-
SUB TOTAL =	$ -
SALES TAX =	-
TOTAL ORDER =	$ -

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 00311

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-786-5611
Email:
michael.mcghan@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor): _____
Reid Hay, Civil DPA

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Marci Ballard Title: General Manager Date: 5/3/2021

Vendor Signature: DocuSigned by: Marci Ballard 8BC116E7FC104E9...

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

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Member

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	5/18/2021
Subject:	Purchase Reimbursement Agreement between the WA State AOC & Benton Superior Court
Presenter:	N/A
Prepared By:	Tiffany Deaton
Reviewed By:	Robert Heard and Ryan Brown

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

Request from the Benton Superior Court to enter into a Purchase Reimbursement Agreement, PRA21002, with the Washington State Administrative Office of the Courts for reimbursement funds towards seven (7) laptop computers, seven (7) desktop computers, seven (7) monitors and seven (7) printers

Fiscal Impact

No fiscal impact. Benton County will receive reimbursement funds, up to a maximum of $15,050.00, for qualified computer and equipment costs.

Recommendation

I recommend that the Board of County Commissioners for Benton County approve and authorize the Purchase Reimbursement Agreement between the Administrative Office of the Courts and Benton Superior Court.

Suggested Motion

I move that the Board of Benton County Commissioners hereby approve the Resolution approving the Purchase Reimbursement Agreement with the Washington State Administrative Office of the Courts and Benton Superior Court for the purchase of computer equipment and authorize Benton Superior Court Presiding Judge to sign said agreement.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL AND AUTHORIZATION OF THE SIGNING OF PURCHASE REIMBURSEMENT AGREEMENT (PRA 21002) BETWEEN BENTON COUNTY SUPERIOR COURT AND THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR THE PURCHASE AND REIMBURSEMENT OF SEVEN (7) LAPTOP COMPUTERS, SEVEN (7) DESKTOP COMPUTERS, SEVEN (7) MONITORS, AND SEVEN (7) PRINTERS.

WHEREAS, the Washington State Administrative Office of the Courts (AOC) provides for the purchase and reimbursement of computer equipment; and

WHEREAS, it appears it is in the best interest of Benton County to have IT purchase the equipment and request reimbursement from AOC; and

NOW THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Purchase Reimbursement Agreement (PRA 21002) between the Washington State Administrative Office of the Courts and the Benton Superior Court and hereby authorizes the Benton County Superior Court Presiding Judge to sign said Agreement; and

BE IT FURTHER RESOLVED the PRA is effective upon execution by both parties through June 30, 2021. Termination of the PRA requires written notification to the other party; and

BE IT FURTHER RESOLVED the total reimbursement amount for the seven (7) laptop computers, seven (7) desktop computers, seven (7) monitors and seven (7) printers shall not exceed $15,050.00 ($1,150.00 for each laptop, $700 for each desktop computer, $150 for each monitor or $850 for a laptop in lieu of computer system and $150 for each printer or the actual cost, whichever is lower). The actual cost shall include any tax and shipping costs incurred by Benton County.

Dated this . . . . . day of . . . . . , 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

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

Prepared by: T. Deaton

cc: Superior Court Admin
Auditor & Benton County IT

PURCHASE REIMBURSEMENT AGREEMENT - PRA21002
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON SUPERIOR COURT

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05851
Purchase Reimbursement Agreement (PRA) Number: PRA21002

1. **Purpose**
   This PRA Number PRA21002 is executed by the Washington State Administrative Office of the Courts (AOC) and the Benton Superior Court (CUSTOMER) pursuant to the terms and conditions of ITPPA Number IAA05851. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ITPPA. This PRA sets forth the obligations of the parties with respect to AOC's reimbursement to the CUSTOMER of funds which have been expended by the CUSTOMER for the purchase of 7 printers, 7 desktop computers, 7 monitors, and 7 laptops.

2. **Term and Termination**
   The term of the PRA is effective upon the date of execution by both parties through Wednesday, June 30, 2021. Termination of the PRA requires written notification to the other party. Extensions to the PRA can only be executed by the AOC, with written notification to the other party.

3. **Responsibilities**
   3.1. The **AOC** will:
      3.1.1. Provide specifications for the equipment covered by this agreement. (See Exhibit A).
      3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the purchase of 7 printers, 7 desktop computers, 7 monitors, and 7 laptops, pursuant to Subsection 3.2 below. The funding provided by AOC shall be at a maximum the amount required for the purchase of the equipment meeting the provided specifications or the actual cost, whichever is lower. Should the CUSTOMER acquire equipment that exceeds the provided specifications, the CUSTOMER shall be responsible for that portion of the acquisition costs which exceeds the reimbursable amount as referenced above.
   3.2. The **CUSTOMER** will:
      3.2.1. Purchase equipment that meets the specifications referenced above. Install and maintain the equipment purchased under this PRA, including providing network connectivity to the new equipment as needed. It is possible that a new network line may need to be installed by the CUSTOMER to provide connectivity to the equipment covered by this PRA.

3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.

3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.

3.2.4. Submit, with the invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

4. Reimbursement Amount

The AOC will reimburse the CUSTOMER up to $150 for each printer, $700 for each desktop computer, $150 for each monitor, and $1,150 for each laptop, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

5. Billing/Invoicing

Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05851) and additional terms and conditions listed below.

6. Treatment of Assets and Property

CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

7. Modifications/Changes

This PRA may be modified at any time upon mutual written agreement of the parties. All such modification will be made as an amendment to the PRA and will take precedence over the original PRA.

8. Order of Precedence

If there is a conflict between this PRA and the above-referenced ITPPA, the conflict will be resolved by giving precedence first to this PRA and then to the ITPPA.

9. PRA Management

Unless otherwise indicated, all correspondence regarding this PRA should be directed to:

AOC Program Manager	Customer Program Manager
Christine Winslow Infrastructure Project Coordinator Administrative Office of the Courts 1206 Quince St SE PO Box 41170 Olympia, WA 98504-1170 Christine.Winslow@courts.wa.gov 360-705-5249	**Tiffany S. Deaton** Administrator Benton Superior Court 7122 W Okanogan Pl, Bldg A Kennewick, WA 99336-2359 tiffany.deaton@co.benton.wa.us 509-736-3071

10. Authorization/Acceptance

This PRA and the underlying ITPPA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of the PRA. Execution of this PRA by both parties constitutes an addendum to the underlying ITPPA, which remains in full force and effect, except as may be specifically modified and agreed to between the parties within this PRA. The parties hereby acknowledge and accept the terms and conditions of this PRA.

AGREED:

Administrative Office of the Courts	**Benton Superior Court**
Signature *Date*	*Signature* *Date*
Phil Brady	Samuel P. Swanberg
Name	*Name*
AOC Contracts Manager	Superior Court Judge
Title	*Title*

Approved as to Form:
Ryan Brown
Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18th, 2021
Subject:	Vacating A Portion Of Right-of-Way Abutting E. 45th Ave
Presenter:	Cristina Woods
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

A portion of right-of-way abutting E. 45th Ave. has become an unusable remnant. Reportedly there were plans to expand E. 45thAVE. Those plans never came to fruition.

The Board ordered the County Engineer to prepare a report on the viability of such vacation via Resolution 2021-340. The report has been completed and is being provided for the Board to review as part of this package.

The Board must hold a public hearing to consider the vacation of a portion of right-of-way abutting E.45th Ave. and review the County Engineer's report thereon.

Fiscal Impact

N/A

Recommendation

Public Works staff recommends that the Board give consensus to proceed with the vacation.

Suggested Motion

If the Board agrees:

I move to proceed as recommended with the vacation of a portion of right of way abutting E.

45th Ave as presented.

Benton County
Public Works Department

Report of the Viability of Vacating a portion of County right-of-way abutting E. 45th Ave. The portion of the right-of-way to be vacated is generally described as follows: A portion of Section 19, Township 8 North, Range 30 East, together with a portion of section 18 Township 8 North Range 30 East Willamette Meridian, in Benton County, Washington.

May 18th, 2021

Prepared by:

Douglas D'Hondt, P.E., L.E.G.
County Engineer

Overview

This report is written to provide information in considering the vacation of a portion of right-of-way abutting E. 45th Ave., an unimproved County right of way. The report was ordered by the Board of Benton County Commissioners, in response to a petition to vacate such right of way, via Resolution 2021-340. The report highlights the historical, legal and engineering aspects of the proposed vacation.

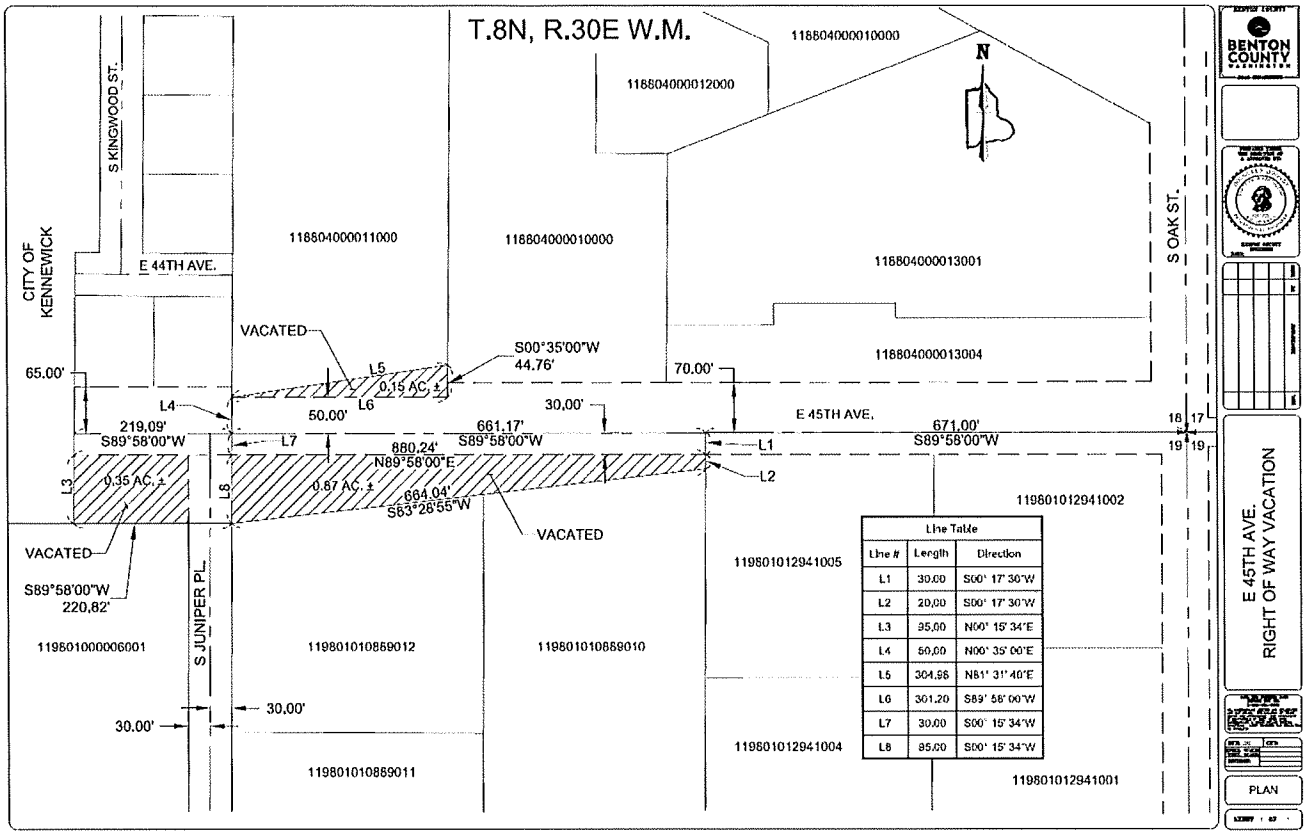
Background

Reportedly there were plans to expand E. 45thAVE. Those plans never came to fruition and the West side of E. 45th past parcel 118804020002009 has been annexed by the City of Kennewick. The portion to be vacated is outside the Urban Growth Area.

The right-of-way to be vacated is described as follows:

> That portion of Section 19, Township 8 North, Range 30 East, W.M., of Benton County, hereinafter described: Commencing at the Northeast corner of said section 19; thence South 89° 58' 00" West along the North line of said section 19, a distance of 671.00 feet, thence South 0° 17' 30" West a distance of 30.00 feet to the south line of E. 45th Avenue and the true point of beginning; Thence continuing South 0° 17' 30" West a distance of 20.00 feet, thence South 83° 28' 55" West, a distance of 664.04 feet to a point on the east line of S. Juniper Place; thence South 89° 58' 00" West a distance of 220.82 feet; thence North 0° 15' 34" East a distance of 95.00 feet; thence North 89° 58' 00" East a distance of 880.24 feet to the true point of beginning.
>
> Except a strip of land 60.00 feet in width lying Westerly of measured at right angles and adjacent to the following described line:
>
> Commencing at the Northeast corner of Section 19, Township 8, Range 30 East, W.M., thence South 89° 58' 00" West along the North line of said section 19, a distance of 1332.17 feet to the Northwest corner of the Northeast ¼ of the Northeast ¼ of said section 19; thence South 0° 15' 34" West along the West line of said Northeast ¼ of the Northeast ¼ a distance of 30.00 feet to the beginning of the line; thence continuing South 0° 15' 34" West a distance of 95.00 feet to the Northwest corner of Lot 1, Short Plat 889 as recorded in Volume 1 of Short Plats, Page 889 and the terminus of the line.
>
> This area contains 1.35 Acres more or less.
>
> together with
>
> That portion of section 18 Township 8 North Range 30 East, W.M., of Benton County, hereinafter described: commencing at the Southeast corner of section 18; thence South 89° 58' 00" West along the South line of said section 18; a distance of 1332.17 feet to the southwest corner of the southeast quarter of the southeast quarter of said section 18;

thence North 0° 35' 00" East a distance of 50.00 feet to the true point of beginning, thence North 81° 31' 40" East a distance 304.98 feet, thence South 0° 35' 00" West a distance of 44.67 feet, Thence, South 89° 58' 00" West a distance of 301.20 feet back to the true point of beginning. This area contains 0.15 Acres more or less.



Legal Consideration

Chapter 36.87 RCW sets forth the procedures, conditions and considerations for roadway vacation. The Board of County Commissioners is responsible for the layout, construction, maintenance and administration of the County road system.

All parcels adjoining the right-of-way to be vacated have frontage along E. 45th Ave. and will continue to use their existing accesses to E. 45th Ave.

Engineering Consideration

Utility easements shall be retained.

Recommendation

It is the opinion of the County Engineer that this portion of right-of-way abutting E. 45th Ave. is useless as a part of the County road system and should be vacated.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 18, 2021
Subject:	Justice Center 2022 Tenant Improvement Project
Presenter:	Robert Blain
Prepared By:	Robert Blain
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	☒ Direction	☐ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The completion of the New Administration Building this fall will allow the County to consolidate several departments and services in one area. With this consolidation, there is an opportunity to repurpose space in the Justice Center.

A study was completed in 2015 showing the need for additional office space in the Clerk's Office. The study evaluated the current Commissioner's Office space, HR, and Administration as a good fit for the new location for the Clerk's office.

A project was budgeted in the Capital Improvement Plan to rework the Commissioner's Office area on the second floor to accommodate Clerk's functions better. Along with moving the Clerk's office, this project will address other identified needs and move the Jury Selection room to the first floor, move the Office of Public Defense to the existing Jury Room space, allow additional office space for Superior Court and move Therapeutic Court to the office space currently occupied by OPD. Altogether, the updates affect approximately 21,000 square feet.

The 2015 study identified the needs and proposed potential solutions. A Request for Qualifications will need to be advertised to solicit an architectural firm to evaluate the current building layout to move this project forward. They will work with staff to determine the specific needs for each office and create plans and specifications for construction.

Staff can answer any questions about the project and are looking for confirmation on the project's direction.

Fiscal Impact

The project is budgeted for expenditure out of the Capital Fund.

Suggested Motion

No motion is necessary.