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 the highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

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

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, June 29, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **June 22, 2021**

Review Agenda

Consent Agenda

Auditor
a. Representation Letter to the State Auditor for the 2019 Accountability Audit

District Court
b. First Amended Agreement w/WA State Administrative Office of the Courts for Interpreting Services

Fairgrounds
c. Agreement w/Benton-Franklin Fair Association for Temporary Pedestrian Bridge

Human Resources
d. Pay Grievance Settlement Agreement and Release w/Teamsters 839

Human Services
e. Fourth Amended Agreement w/Columbia Industries for Employment Services
f. Fourth Amended Agreement w/ARC of Tri Cities for Employment Services

g. Fourth Amended Agreement w/Compass Career Solutions for Employment Services
h. Fourth Amended Agreement w/MRJN Associates for Employment Services
i. Fourth Amended Agreement w/Responding to Autism Services for Employment Services
j. Ratifying Grant Agreement w/Traum Ventures for Hotel Rooms Due to COVID-19 Outbreak
k. Agreement w/Bradley Bricker for Order of Repayment
l. Memorandum of Agreement w/Benton & Franklin Counties Regarding the Provision of Services

Juvenile

m. Amendment No. 1 w/Aramark Correctional Services for Detention Food Services

Office of Public Defense

n. Line Item Transfer, Fund No. 0000-101, Dept. 136

Public Works

o. Memorandum of Understanding w/Public Utility District No. 1 for the Installation of an Electrical Pole @ the Moderate Risk Waste Facility
p. Construction Plans for Dallas Rd / Arena Rd Traffic Safety Improvements & Authorization to Proceed

Purchasing

q. Amendment No. 1 w/WA State Health Care Authority for Same Day Visit & Transportation Program
r. Accepting Work Performed by Solid Structures for Mountain Park Storage & Maintenance Building Project
s. Ratifying Change Order No. 1 w/Tyler Technologies for EnerGov Permitting Software
t. Agreement w/WA Asso of Sheriffs & Police Chiefs for Registered Sex Offender Address Verification Program

Superior Court

u. Interagency Agreement w/State of WA Administrative Office of the Courts for Interpreter Reimbursement Funding

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

Scheduled Business

Long Term Care Discussion ~ L Wingfield

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, June 22, 2021, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Shon Small
Commissioner Will McKay
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Greg Wendt, Community Development Director; Michelle Cooke, Assistant Planning Manager; Robert Blain, Operations & Capital Programs; Treasurer Ken Spencer.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Agenda Review

No changes.

Approval of Minutes

The Minutes of June 15, 2021 were approved.

Consent Agenda

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

Assessor
a. Contract w/Automatic Funds Transfer Services for Printing & Mailing of Property Notices

Auditor
b. Election Canvassing Board Appointment

Human Services
c. Agreement w/Bradley Bricker for the Purchase of Two Properties for Affordable Housing Rentals

Juvenile

d. Contract w/Crest Counseling Services for Sex Offender Services & Treatment

Office of Public Defense

e. Superior Court Public Defense Contract w/Jennifer Azure
f. Early Termination of District Court Public Defense Contract w/Brian Gieszler

Purchasing

g. Agreement w/CompuNet for Televisions for Administration Building
h. Contract w/River City Environmental for As-Needed Grease Trap & Oil-Water Separator Pumping & Cleaning
i. Third Amended Contract w/Parker Corporate Services for Unarmed Security Guard Services
j. Memorandum of Understanding w/WA Traffic Safety Commission for Drug Recognition Experts

Public Comment

Shelly Burt, via/WebEx, expressed concern about the Health Department's response to school buses requiring children to wear masks and potential heat exhaustion and asked for the Board's assistance regarding this issue.

Public Hearing - Benton County Shoreline Master Program Update

Greg Wendt and Ben Floyd presented the proposed update to the Benton County Shoreline Master Program. A periodic update was required every 8 years and the last update was completed and approved in 2015. The required joint local/state public comment and public hearings have been conducted and the Planning Commission voted to forward a recommendation of approval to the Board, subject to 10 findings of fact. Mr. Wendt said they received a grant to complete the plan and hired Mr. Floyd to complete this evaluation and update.

Mr. Floyd said in 2015 they went through a review and this was a more limited update to address new requirements by the State. They completed a review of the latest requirements and only added a few changes; updated new approval dates, added some definitions and more specific language about development standards, along with some housekeeping edits throughout. He said they received several comments about the riparian buffers to be widened and more protected. He said they felt they were protected, with the other protections already in place and the updates were consistent with the State's checklist and requirements. Additionally, if this update were challenged, the Dept. of Ecology had no issues with Benton County changes and would help defend in any kind of challenge in this update.

As there was no one present to testify, public testimony was closed.

MOTION: Chairman Delvin moved to close the public comment and continue the public hearing decision making process until August 17, 2021 at the Benton County Courthouse. Commissioner Small was seconded and upon vote, the motion carried.

Public Hearing - Planning Ordinance Relating to Critical Areas, General Provisions & Fish & Wildlife Habitat Conservation Areas; Amending Ordinance 609

Greg Wendt and Ben Floyd presented the Ordinance Amendment relating to critical areas, general provisions & fish & wildlife habitat conservation areas. The update included references associated with Voluntary Stewardship Program, minimum standard buffer widths for creeks and streams, and to the County's Best Available Science listing. The Planning Commission voted to forward a recommendation for approval to the Board, subject to 13 findings of fact.

The study involved field investigation and more intense GIS mapping and included streams outside the jurisdiction. They evaluated special conditions and focused on current conditions, although Fish and Wildlife focused on future restoration and full potential; there was a bit of a disconnect between Benton County's recommendations and some of the public and Fish & Wildlife. However, they felt the protections were in place to protect what was there.

Mr. Wendt commented that Mr. Floyd reached out to all the agencies and representatives and they were aware of the process and in agreement with Benton County's proposals. He said they recommended continuing the public hearing process for decision, so they had time to fully review the comments received.

Michael Crowder via/WebEx invited the Commissioners to visit Barker Ranch and review the habitat and riparian work being done on the ranch.

Patrick Paulson, via/WebEx, spoke in opposition to the amendment and read his written comments that were submitted into the record previously to the Planning Department.

As there was no one else present to testify, public testimony was closed.

MOTION: Chairman Delvin moved to close the public comment and continue the public hearing decision making process until August 17, 2021 at the Benton County Courthouse. Commissioner Small was seconded and upon vote, the motion carried.

Other Business

Visit to Arizona – Recovery Centers

Chairman Delvin and Mr. Rasmussen updated the Board on their visit to Arizona and the recovery centers. The RI International Recovery Center facility in Peoria was very successful with an average time of 2.38 seconds for law enforcement to drop off. They do not distinguish between mental health or substance abuse, have an acute and transitional housing unit, and 80% were discharged within 24 hours. Additionally, RI International was already licensed in Washington State with two facilities already in operation. Mr. Rasmussen commented that everything he read indicated the operational costs were less than jail or ER visits.

The Tuscon crisis center facility was created and built by a voter passed bond and was for juvenile and adults. The crisis line operators were there, as well as a 7 to 14-day facility for transitional housing and a 44-bed psych hospital. Additionally, they had detox available, but they did not call it a detox center and they do not refuse anyone. It is a 25,000 square foot facility, with under 5-minute average drop off time.

Their systems have been developing for over 20 years but were working and have become a model throughout the country.

Chairman Delvin said he believed the County would benefit and wanted to keep moving forward. He suggested having RI International give a presentation to the Board and invite the public and providers to participate. The Board agreed to reviewing the matter after the architect submitted the final report on the Trios building.

Letter – State Audit Findings

Chairman Delvin said he requested the State Auditor review the Sheriff's policy regarding ammunition and weapons. After completion of the audit they submitted findings and gave the County the opportunity to reply, however, the Sheriff went ahead and responded to the audit without any input from the County.

Mr. MacPherson presented a letter responding to the State Audit findings for the Board's approval.

Commissioner Small commented that with the findings submitted by the State Auditor, he wanted to submit a request back to the Attorney General to review the findings. Chairman Delvin said he would agree to that and expressed his frustration that the county could not hold an elected official accountable for criminal actions.

Commissioner McKay said he was in favor of the constituents deciding whether to vote him out, but that it would be different if a policy were in place. He said he wanted to see a policy in place in the Sheriff's office regarding ammunition and weapons. However, he was in favor of sending the letter as presented.

MOTION: Commissioner Small moved to approve the letter to the State Auditor with Benton County's response to the State Audit findings as presented. Commissioner McKay seconded and upon vote, the motion carried.

Payroll

Check Date: 06/15/2021

Payroll Draw Checks
Total all funds: $120,427.76
Warrant #: 243218
Direct Deposit #: 163096-163250

Payroll Draw Deductions/Transfers
Total all funds: $22,595.07
Taxes #: 101210617

Accounts Payable

Check Date: 06/18/2021

Warrants #: 218557-218848
Total all funds: $1,306,531.45

EFT's #: 1815-1818
Transfers #: 06182101-06182110
Total all funds: $1,535,042.99

Check Date: 06/21/2021

Warrants #: 218849
Total all funds: $25,935.67

Resolutions

2021-475: Contract w/Automatic Funds Transfer Services for Printing & Mailing of Property Notices
2021-476: Agreement w/Bradley Bricker for the Purchase of Two Properties for Affordable Housing Rentals
2021-477: Contract w/Crest Counseling Services for Sex Offender Services & Treatment
2021-478: Superior Court Public Defense Contract w/Jennifer Azure
2021-479: Early Termination of District Court Public Defense Contract w/Brian Gieszler
2021-480: Agreement w/CompuNet for Televisions for Administration Building
2021-481: Contract w/River City Environmental for As-Needed Grease Trap & Oil-Water Separator Pumping & Cleaning
2021-482: Third Amended Contract w/Parker Corporate Services for Unarmed Security Guard Services
2021-483: Memorandum of Understanding w/WA Traffic Safety Commission for Drug Recognition Experts

There being no further business before the Board, the meeting adjourned at approximately 9:53 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Representation Letter for the 2019 Accountability Audit
Presenter:	
Prepared By:	Aileen Coverdell
Reviewed By:	Ryan Brown, Brenda Chilton, Ken Spencer

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

Presented is the Management Letter to close out the 2019 Accountability Audit of Benton County. This Management letter from Benton County to the State Auditor's Office contains representations which affirm the County's cooperation during the Accountability Audit of Benton County's 2019 operations.

Fiscal Impact

No fiscal impact.

Recommendation

It is recommended that the letter be signed by the Chairman of the Board. The Auditor and Treasurer have signed the letter.

Suggested Motion

I move that the Chairman of the Board of the Benton County Commissioners sign the Management Letter for the 2019 Accountability Audit.

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

June 29, 2021

Mr. Jose Garcia, Assistant State Auditor
Washington State Auditor's Office
100 North Morain, Ste. 216
Kennewick, WA 99336

To the Office of the Washington State Auditor:

We are providing this letter in connection with your audit of Benton County for the period from January 1, 2019 through December 31, 2019. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquires to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

General Representations:

1. We have provided you with unrestricted access to people you wished to speak with and made available requested and relevant information of which we are aware, including:
   a. Financial records and related data.
   b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.
   c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.

d. Communications from regulatory agencies, government representatives or others concerning possible material noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.

e. Related party relationships and transactions.

f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.

2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.

3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts, and grant agreements.

4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

5. We have complied with all material aspects of laws, regulations, contracts, and grant agreements.

6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.

7. We have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.

8. We have no knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others, except as disclosed to the auditor in accordance with RCW 43.09.185.

9. In accordance with RCW 43.09.200, all transactions have been properly recorded in the financial records.

10. We are responsible for taking corrective action on audit findings and have developed a corrective action plan.

Chairperson
Board of County Commissioners

Brenda Chilton
Benton County Auditor

Kenneth Spencer
Benton County Treasurer

cc: Board of County Commissioners
Brenda Chilton, Benton County Auditor
Kenneth Spencer, Benton County Treasurer
Ryan Brown, Prosecuting Attorney's Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Amending agreement IAA21534 to increased amount
Presenter:	
Prepared By:	Teri Atwood
Reviewed By:	Ela Selga

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

Interagency agreement # IAA21534 is being amended to reflect an increase in reimbursement amount to $48,180.

Fiscal Impact

None

Recommendation

We recommend the Board of County Commissioners approve and sign the amendment to interagency agreement IAA21534 Amendment 1.

Suggested Motion

Motion to approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT #IAA21534 AMENDMENT 1 BETWEEN BENTON COUNTY, BENTON COUNTY DISTRICT COURT AND THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, the compensation section 5.a of the original interagency agreement #1AA21534 is amended to reflect a maximum of $48,180; and

WHEREAS, Teri Atwood, Assistant Administrator for Benton County District Court believes it is in the best interest of the District Court that Interagency Agreement IAA21534 Amendment 1 between the State of Washington Administrative Office of the Courts and Benton County District Court be approved and signed as presented for the term commencing July 1, 2020 and terminating on June 30,2021; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby accepts the proposed interagency agreement 1AA21534 Amendment 1 increasing the amount of reimbursement to $48,180 for the term commencing July 1, 2020 and terminating June 30, 2021; and

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners is authorized to sign Interagency Agreement #IAA21534 Amendment 1 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: Auditor
Treasurer

TAtwood

INTERAGENCY AGREEMENT IAA21534 AMENDMENT 1
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON COUNTY DISTRICT COURT

THIS AMENDMENT is entered into by and between the Administrative Office of the Courts (AOC) and Benton County District Court (Court).

PURPOSE

The purpose of this amendment is to INCREASE the maximum reimbursement amount of the original agreement.

The **Compensation** section 5.a of the original agreement is amended to read as follows:

a) The Court shall be reimbursed a maximum of **$48,180** for interpreter and language access services costs incurred during the period of July 1, 2020 to June 30, 2021. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2021.

All other terms and conditions of the original contract remain unchanged.

AGREED:

Administrative Office of the Courts		**County**	
Signature	*Date*	*Signature*	*Date*
Name		*Name*	
Title		Benton County Commissioner *Title*	

Approved as to form:

Ryan Brown DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	29 June 2021
Subject:	Temporary Pedestrian Bridge Agreement
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

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

Summary

The agreement will allow for the pedestrian bridge for McDaniel Arena at the Fairgrounds to be moved into place for the Fair.

Background

During the Fair, the "over the chutes" box seating at McDaniel Arena is accessed from the north (grandstand side) by an elevated pedestrian bridge that goes over the horse track and then back down to the seating/patio area. This is to keep the track clear and visitors from having to walk through the dirt. This bridge is built heavy-duty, but is designed to be temporary. It is removed after Fair before horses begin using the track again as horses can find it distracting. The bridge is moved and removed each year around Fair.

The agreement allows the Benton-Franklin Fair Association to coordinate and be responsible for this annual moving of the bridge. The service is donated to the Fair Association, and Benton County is completely out of the facilitation or compensation loop. The County does require the bridge to be inspected after it is installed, and for a statement of said inspection to be provided to the County by a qualified engineer.

The agreement from 2009 is attached for reference. The agreement has changed very little over the years. Staff and the Fair Association have talked about making this an addendum to the lease (5 years), and it may take that form next year. For now, we are using the same agreement as in the past. The agreement has been approved for form by the Prosecutor and signed by the Fair Association. **** Note: a minor date correction was made after signatures were gathered. Staff asked counsel and the Fair Association for concurrence on that change, and an email showing concurrence is attached hereto.***

Fiscal Impact

None.

Recommendation

Staff recommends signing the agreement.

Attachments

- Draft Resolution & Agreement
- Email with acknowledgements about correction.
- Agreement from 2009, for reference

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE TEMPORARY PEDESTRIAN BRIDGE AT MCDANIEL ARENA AT THE BENTON COUNTY FAIRGROUNDS – AN AGREEMENT BETWEEN BENTON COUNTY AND THE BENTON-FRANKLIN FAIR ASSOCIATION

WHEREAS, Benton County and the Benton-Franklin Fair Association entered into an agreement for the lease of facilities as described in the agreement dated June 2, 2020 for the purpose of conducting an agricultural fair; and,

WHEREAS, the Benton-Franklin Fair Association desires to have a temporary pedestrian bridge placed over the horse racing track between the Sun Downs grandstand seating area and the McDaniel Arena seating and patio area to be emplaced before the Fair and removed after the Fair; **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of Commissioners authorizes the Board Chairman to sign the agreement for placement and removal of the temporary pedestrian bridge between Benton County and the Benton-Franklin Fair Association.

Dated this 29th day of June, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Fairgrounds
cc: Benton-Franklin Fair Association, Sustainable Development

Prepared by: A.J. Fyall

TEMPORARY PEDESTRIAN BRIDGE AGREEMENT
BENTON COUNTY FAIRGROUNDS

WHEREAS, the Benton Franklin Fair Association, a non-profit corporation organized under the laws of the State of Washington, hereinafter the LESSEE, and Benton County a political subdivision of the State of Washington, hereinafter COUNTY, entered into an agreement to lease Facilities as described in the Fairgrounds Lease dated June 2, 2020 and recorded at 2020-020835 for the purpose of an agricultural fair.

WHEREAS, LESSEE desires to have a temporary pedestrian bridge over the horse racing track between Sundowns seating area and the Rodeo bleachers, hereinafter referred to as the BRIDGE.

WHEREAS the parties agree that this agreement should not be construed as a leasehold improvement, and should, instead, be construed as authorization for LESSEE to erect and utilize personal property during the term of the lease with the recognition that COUNTY will not exercise any authority over the use, erection or maintenance of the personal property; **NOW, THEREFORE,**

IT IS HEREBY MUTUALLY RESOLVED, that the COUNTY and LESSEE agree to the following conditions regarding the proposed installation of the BRIDGE.

1. Purpose
LESSEE, pursuant to all terms and conditions herein, shall erect and remove a temporary pedestrian bridge between the Sundowns seating area and the Rodeo bleachers, and the COUNTY shall allow, pursuant to all terms and conditions herein, the erection and removal of said temporary pedestrian bridge. The bridge shall be constructed, erected, and maintained in a workmanlike manner in compliance with any applicable industry standards.

2. Temporary Pedestrian Bridge
LESSEE will obtain, assemble, affix and construct the Bridge pursuant to the terms and conditions herein, and, by the date specified below, LESSEE shall disassemble, remove and deconstruct the Bridge pursuant to the herms and conditions herein. LESSEE shall use the BRIDGE only during the term of the lease of the Fairground, which is 1st day in August through the 15th day in September of each year during the term of this Agreement, unless otherwise agreed upon.

3. Timeline
LESSEE will assemble and construct the Bridge after the 1st day of June of each year during this Agreement but no later than the 1st day of the yearly fair. LESSEE will disassemble and remove the BRIDGE from the grandstands/bleachers prior to 30th day of September and move it to a location as approved by the COUNTY. If the BRIDGE is not disassembled and removed from the grandstands/bleachers area prior to the 30th day of September of each year during the term of this Agreement, the COUNTY will perform any and all disassembly and removal of the BRIDGE and LESSEE will reimburse the COUNTY for any and all costs associated with removal.

4. Permitting

LESSEE shall obtain all necessary licenses and permits required to assemble, affix, construct, disassemble, remove and deconstruct the BRIDGE, including but not limited to an engineer's inspection report for safety. LESSEE shall provide a copy of the report to the COUNTY within 20 days after assembly of BRIDGE. LESSEE shall be solely responsible, at all times the bridge is in place, for conducting any maintenance or checks to ensure that the bridge remains safe for pedestrian use, and remains in compliance with any applicable codes or ordinances.

5. Funding

LESSEE shall pay all costs, fees, and/or expenses associated with the performance of this Agreement including construction, removal and maintenance of the bridge.

6. Labor

LESSEE will provide all labor to perform this Agreement.

7. Hold Harmless and Indemnification

The LESSEE shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, including LESSEE'S own volunteers, employees or agents, or damage to property or business, caused by or arising out of the LESSEE'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the LESSEE'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the LESSEE, anyone directly or indirectly employed by, or volunteering for, 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 LESSEE under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the LESSEE expressly waives any immunity the LESSEE might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the LESSEE acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated into any contracts the LESSEE makes with any subcontractor or agent performing work completed hereby. LEESEE'S obligations under this Section shall survive termination and /or expiration of this Agreement.

The LESSEE'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 LESSEE, the LESSEE'S employees, agents or volunteers.

8. Insurance

LESSEE shall ensure that each volunteer or employee who performs any work on the installation, construction, erection, deconstruction or maintenance of the bridge is covered under a workman's compensation policy through the Department of Labor and Industries during all periods of time covered by this agreement. No volunteer or employee of LESSEE who is not so covered shall perform any work related in any way to the installation, construction, erection, deconstruction or maintenance of the bridge.

Lessee shall obtain, and maintain in force throughout the period of work contemplated by this agreement, commercial general liability insurance in the amount of no less than $1,000,000 per accident or incident with a general aggregate limit of $2,000,000.

a. Additional insurance terms:

(1) The LESSEE'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

(2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.

(3) The LESSEE'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the LESSOR as an additional insured. Specifically, the policies shall not exclude contractual liability pursuant to the indemnification and hold harmless provisions contained in section 7 of this agreement.

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

(5) The LESSEE'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.

(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.

(7) The LESSEE 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. If the LESSEE'S liability coverage is written as a claims made policy, then the LESSEE must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

b. Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the

most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(1) The LESSEE shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance no less than ten (10) days prior to the commencement of the work contemplated in this agreement. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) The LESSEE shall furnish the COUNTY with evidence that the additional insured provision required above has been met. This proof must be in the form of an insurance certificate as well as the endorsement pages of the policy showing the COUNTY as an additional insured.

(3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

(4) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Benton County
Attn: Safety & Risk Manager
7122 W Okanogan Pl. Bldg A
Kenenwick, WA 99336

(5) The LESSEE or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the COUNTY.

9. Independent Contractor

a. The LESSEE'S services shall be furnished by the LESSEE as an independent contractor and not as an agent, employee or servant of the COUNTY. The LESSEE specifically has the right to direct and control LESSEE'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The LESSEE shall have and maintain complete responsibility and control over all of its volunteers, employees, agents, and representatives. No volunteer,

employee, agent, or representative of the LESSEE shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY or of Benton County, and no volunteer, employee, agent or representative of the LESSEE shall claim or otherwise assert rights to any benefits, including, but not limited to, accident insurance, worker's compensation benefits, pay, medical insurance, or fringe benefits, which are actually, or customarily, given to employees, or agents of the COUNTY.

10. Fairgrounds Lease Incorporation

The parties specifically agree herein that they shall be bound by all the terms and conditions of the aforementioned Fairgrounds Lease in execution of this Agreement.

LESSOR: BENTON COUNTY

BY: _____
Chairman of the Board

Date: _____

LESSEE: BENTON FRANKLIN FAIR ASSOCIATION

BY: _____

Date: 6/18/21

Name: Duane Howard

Title: President

Approved as to form:

BY: _____
Civil Deputy Prosecutor

Adam Fyall

From: Duane Howard <duane@bigdsconstruction.net>
Sent: Tuesday, June 22, 2021 4:08 PM
To: Eric Andrews
Cc: Adam Fyall; Lori
Subject: [EXTERNAL] Re: acknowledgment needed

I'm fine with the change thanks

Sent from my iPhone

On Jun 22, 2021, at 3:53 PM, Eric Andrews <Eric.Andrews@co.benton.wa.us> wrote:

I am fine with the change. Good catch Adam!

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

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Adam Fyall <Adam.Fyall@co.benton.wa.us>
Sent: Tuesday, June 22, 2021 3:52 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>; duane@bigdsconstruction.net
Cc: Lori <Lori@bentonfranklinfair.com>
Subject: acknowledgment needed

Duane/Eric,

Thank you for the quick turnaround on the pedestrian bridge agreement. I noticed one small error on the first page as I was packaging this up for commissioners (citation of the lease). I corrected that front page and slipped it into the packet. You'll see this in the attachment – it's the date and previously recorded document that were changed. Thing is, I did this after each of you signed it, which is a no-no even though in this case it's not substantively significant. The document I'm submitting is not the same document you authorized by signature.

As such, I'm asking each of you to respond to this email simply stating that you are alright with the change that was made and that your authorizing signature still applies.

Sorry for the inconvenience.

Thanks,
Adam

RESOLUTION 09 477

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE TEMPORARY PEDESTRIAN BRIDGE AGREEMENT BETWEEN BENTON COUNTY AND BENTON FRANKLIN FAIR ASSOCIATION

WHEREAS, the Benton Franklin Fair Association and Benton County entered into an agreement to lease facilities as described in the Fairground Lease dated January 1, 2006 for the purpose of an agricultural fair; and

WHEREAS, the Benton Franklin Fair Association desires to have a temporary pedestrian bridge over the horse racing track between Sundown's seating area and the rodeo bleachers, and

WHEREAS, the Benton County Administrator recommends entering into an agreement with the Benton Franklin Fair Association for the erection and removal of a temporary pedestrian bridge; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Benton County Administrator to sign the agreement between Benton County and Benton Franklin Fair Association attached hereto.

Dated this 20 **day of** July, **20**09.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest:
Clerk of the Board

Orig: Fairgrounds, Fair Assoc.
cc: Auditor; R. Ozuna, L&F

TEMPORARY PEDESTRIAN BRIDGE AGREEMENT
BENTON COUNTY FAIRGROUNDS

WHEREAS, the Benton Franklin Fair Association, a non-profit corporation organized under the laws of the State of Washington, hereinafter the LESSEE, and Benton County a political subdivision of the State of Washington, hereinafter COUNTY, entered into an agreement to lease Facilities as described in the Fairgrounds Lease dated January 1, 2006 and recorded at 2006-009867 for the purpose of an agricultural fair.

WHEREAS, LESSEE desires to have a temporary pedestrian bridge (hereinafter referred to as "Bridge"), over the horse racing track between Sundowns seating area and the Rodeo bleachers, hereinafter referred to as the BRIDGE;

WHEREAS the parties agree that this agreement should not be construed as a leasehold improvement, and instead, constitutes an amendment to the above referenced lease agreement whereby LESSEE is permitted to erect and utilize personal property during the term of the lease with the recognition that COUNTY will not exercise any authority over the use, erection or maintenance of the personal property; **NOW, THEREFORE,**

IT IS HEREBY MUTUALLY RESOLVED, that the COUNTY and LESSEE agree to the following conditions regarding the proposed installation of the BRIDGE.

1. Purpose
LESSEE, pursuant to all terms and conditions herein, shall erect and remove a temporary pedestrian bridge between the Sundowns seating area and the Rodeo bleachers and the COUNTY, shall allow, pursuant to all terms and conditions, herein, the erection and removal of said temporary pedestrian bridge. The bridge shall be constructed, erected, and maintained in a workmanline manner in compliance with applicable codes and/or industry standards. Construction shall substantially utilize the materials and manner of construction specified in LESSEE's proposal attached as exhibit 1.

2. Temporary Pedestrian Bridge
LESSEE will obtain, assemble, affix and construct the Bridge pursuant to the terms and conditions herein, and, by the date specified below, LESSEE shall disassemble, remove and deconstruct the Bridge pursuant to the herms and conditions herein.

3. Timeline
LESSEE will assemble and construct the Bridge after August 1, 2009. LESSEE will disassemble and remove the BRIDGE from the grandstands/bleachers prior to August 31, 2009 and move it to a location as approved to in writing by the COUNTY. If the BRIDGE is not disassembled and removed from the grandstands/bleachers area prior to August 31, 2009, the COUNTY will perform any and all disassembly and removal of the BRIDGE and LESSEE will reimburse the COUNTY for any and all costs associated with removal.

4. Permitting

LESSEE shall obtain all necessary licenses and permits required to assemble, affix, construct, disassemble, remove and deconstruct the BRIDGE, including but not limited to an engineer's inspection report for safety. LESSEE shall provide a copy of the report to the COUNTY by August 15, 2009. LESSEE shall be solely responsible, at all times the bridge is in place, for conducting any maintenance or checks to ensure that the bridge remains safe for pedestrian use, and remains in compliance with any applicable codes or ordinances.

5. Funding

LESSEE shall pay all costs, fees, and/or expenses associated with the performance of this Agreement including construction, removal and maintenance of the bridge.

6. Labor

LESSEE will provide all labor to perform this Agreement.

7. Hold Harmless and Indemnification

The LESSEE shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, including LESSEE'S own volunteers, employees or agents, or damage to property or business, caused by or arising out of the LESSEE'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the LESSEE'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the LESSOR, Benton County, its officers, officials, employees or agents.

In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the LESSEE, anyone directly or indirectly employed by, or volunteering for, 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 LESSEE under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the LESSEE expressly waives any immunity the LESSEE might have had under such laws. By executing this Contract, the LESSEE acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The LESSEE'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 LESSEE, the LESSEE'S employees, agents or volunteers.

8. Insurance

LESSEE shall ensure that each volunteer or employee who performs any work on the installation, construction, erection, deconstruction or maintenance of the bridge is covered under a workman's compensation policy through the Department of Labor and Industries during all periods of time covered by this agreement. No volunteer or employee of LESSEE who is not so

covered shall perform any work related in any way to the installation, construction, erection, deconstruction or maintenance of the bridge.

Lessee shall obtain, and maintain in force throughout the period of work contemplated by this agreement, commercial general liability insurance in the amount of no less than $1,000,000 per accident or incident with a general aggregate limit of $2,000,000.

a. Additional insurance terms:

(1) The LESSEE'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

(2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.

(3) The LESSEE'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the LESSOR as an additional insured. Specifically, the policies shall not exclude contractual liability pursuant to the indemnification and hold harmless provisions contained in section 7 of this agreement.

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

(5) The LESSEE'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.

(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.

(7) The LESSEE 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. If the LESSEE'S liability coverage is written as a claims made policy, then the LESSEE must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

b. Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(1) The LESSEE shall furnish the LESSOR with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance no less than ten (10) days prior to the commencement of the work contemplated in this agreement. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the LESSOR. Any certificate or endorsement limiting or negating the insurer's obligation to notify the LESSOR of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) The LESSEE shall furnish the LESSOR with evidence that the additional insured provision required above has been met. This proof must be in the form of an insurance certificate as well as the endorsement pages of the policy showing the LESSOR as an additional insured.

(3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

(4) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the LESSOR at the following address:

Loretta Smith Kelty/Caroline Bowen
Benton County Fairgrounds
1500 S. Oak Street Building #20
Kennewick, WA 99337

(5) The LESSEE or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the LESSOR.

9. Independent Contractor

a. The LESSEE'S services shall be furnished by the LESSEE as an independent contractor and not as an agent, employee or servant of the LESSOR. The LESSEE specifically has the right to direct and control LESSEE'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The LESSEE shall have and maintain complete responsibility and control over all of its volunteers, employees, agents, and representatives. No volunteer, employee, agent, or representative of the LESSEE shall be or deem to be or act or purport to act as an employee, agent, or representative of the LESSOR or of Benton County, and no volunteer, employee, agent or representative of the LESSEE shall claim or otherwise assert rights to any benefits, including, but not limited to, accident insurance, worker's compensation benefits, pay, medical insurance, or fringe benefits, which are actually, or customarily, given to employees, or agents of the LESSOR or Benton County.

10. Fairgrounds Lease Incorporation
The parties specifically agree herein that they shall be bound by all the terms and conditions of the aforementioned Fairgrounds Lease in execution of this Agreement.

BENTON COUNTY

David Sparks, County Administrator

Date:

BENTON FRANKLIN FAIR ASSOCIATION

Doug Elliot, President

Date:

Approved as to Form

Civil Deputy Prosecutor

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/29/2021
Subject:	Pay Grievance Settlement Agreement and Release
Presenter:	
Prepared By:	L. Wingfield
Reviewed By:	

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

On August 31, 2020, Teamsters 839 representing Sheriff's Office and Correction Department Clerical staff served a Step 2 grievance regarding a Records Clerk employee's compensation for working out-of-class by performing some of the duties of the Lead Civil Clerk. The negotiating parties have come to an agreement to compensate the employee the difference between her current grade and step and Grade 11 Step I on the applicable salary schedule effective October 1, 2019, through the date of hire for a successful Lead Civil Clerk candidate through the Civil Service process.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and the attached Pay Grievance Settlement Agreement and Release.

Suggested Motion

Approve with part of consent agenda.

cc: HR, Auditor, Hallstrom, Sheriff's Office, Teamsters 839

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PAY GRIEVANCE SETTLEMENT AGREEMENT AND RELEASE WITH TEAMSTERS 839 REPRESENTING SHERIFF'S OFFICE AND CORRECTIONS DEPARTMENT CLERICAL EMPLOYEES.

WHEREAS, an agreement has been reached to settle the pay grievance for a Lead Civil Clerk, **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve the attached Pay Grievance Settlement Agreement and Release with Teamsters 839 representing Sheriff's Office and Corrections Department Clerical Employees regarding the Lead Civil Clerk position.

Dated this_____ day of _____, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Hallstrom, Sheriff's Office, Teamsters 839

Prepared by: L. Wingfield

PAY GRIEVANCE
SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (Agreement) is effective upon signature by all parties, and is made by and between releasing Teamsters Local 839 (UNION), representing the Sheriff's Office and Corrections Department clerical employees, Releasing Grievant Shelly Olson (EMPLOYEE) and, the Benton County Sheriff's Office (SO), Benton County (COUNTY), including all appointed and elected (State and county) officials, agencies, departments, representatives, insurers, employees, agents, assigns, attorneys and/or successors, of Benton County, (collectively EMPLOYER).

WHEREAS, on August 31, 2020, the UNION served its Step 2 grievance on behalf of EMPLOYEE'S compensation for working out-of-class of Records Clerk duties, performing some of the duties of a Lead Civil Clerk, following the retirement of the appointed Civil Lieutenant in the SO, subsequently advising EMPLOYER of its intent to advance the matter to grievance arbitration, resulting in a series of discussions in pursuit of a successful negotiation of a mutually agreeable resolution of all issues; and

WHEREAS, the parties hereto desire to fully resolve, compromise, relinquish and forever settle, any and all demands, disputes, grievances, claims and/or allegations, by and between the parties, arising out of, or related to, the EMPLOYEE performing some of the duties of a Lead Civil Clerk, following the retirement of the appointed Civil Lieutenant in the SO, the UNION'S Step 2 grievance of August 31, 2020, and intended advancement by the UNION to grievance arbitration pursuant to the controlling collective bargaining agreement, resulting in the successful culmination of settlement negotiations in connection with the above-referenced grievance and any and all related issues.

NOW THEREFORE, the parties do hereby agree as follows:

1. PAYMENTS TO EMPLOYEE: Effective from October 1, 2019, through the promotion of a successful candidate hired through the Civil Service process for the Lead Civil Clerk position, EMPLOYER will pay EMPLOYEE as follows, in the first, complete payroll cycle following the date of the last signature affixed to this Agreement:

   - Back Pay: The difference in pay between her current grade and step and, Grade 11 Step I on the applicable Salary Schedule(s) for the controlling collective bargaining agreement(s), for performing out-of-class duties as a Lead Civil Clerk, less any and all required/mandatory payroll deductions, including the required/mandatory contributions to EMPLOYEE'S retirement account with the Department of Retirement Systems (DRS). EMPLOYEE'S anniversary date is not impacted by the Agreement.

2. NO PRECEDENCE: The terms and conditions of this Agreement shall not be considered to set a precedent, including the application and interpretation of the existing collective bargaining agreement and successor collective bargaining agreements and, settling out-of-class pay and/or promotion claims.

3. FULL AND COMPLETE RESOLUTION: The terms and conditions of this Agreement constitute full and complete settlement, resolution and release, of any and all claims, disputes, grievances and/or allegations by and between the parties, arising out of and/or related to, EMPLOYEE performing some of the duties of a Lead Civil Clerk, including following the retirement of the appointed Civil Lieutenant in the SO, the UNION's Step 2 grievance of August 31, 2020, and any and all related issues, in any and all forums.

4. DISPUTES: This Agreement shall be governed by and construed in accordance with, the laws of the State of Washington, and any disputes concerning this Agreement shall be resolved through the grievance procedure of the controlling collective bargaining agreement between EMPLOYER and UNION.

5. The signatories to this release acknowledge that in consideration of this Agreement, and payment referenced herein to Releasing EMPLOYEE, shall be contingent on the execution of this release. Accordingly, upon execution of this release, Releasing EMPLOYEE and UNION claims in this matter will be satisfied in full without costs, and both parties will therefore bear their own attorney fees, costs, and any and all other expenses, including but not limited to, expert witness fees, and any other expenses or costs arising out of or in any way associated with, this claim, and any and all related issues.

6. Effective upon implementation of this Agreement, all parties hereto absolutely further release and discharge each other, their agencies, appointed and elected officials, departments, agents, employees, representatives, assigns, insurers, attorneys and successors, subsidiaries, if any, divisions, officers, directors, controlling persons, or joint ventures from any and all past, present, or future claims, civil or otherwise, demands, liability, damages, costs, expenses, actions, causes of actions, or suits of any kind whatsoever on account of, or in any way related to, the incident involved in, or forming the basis for this claim.

7. The undersigned parties acknowledge, represent, and agree that they have read this Agreement and fully understand the terms thereof. All parties have had an opportunity to participate in the drafting of this Agreement. The parties therefore waive the general rule of construction that an agreement shall be construed against its drafter.

8. Releasing EMPLOYEE has had the opportunity to be advised as to the benefits and consequences of settlement and the execution of this Agreement is the result of the Releasing EMPLOYEE'S own choosing as to the propriety and legal effect of executing it, and neither the Agreement nor the compromise and settlement recited in it were induced by fraud, coercion, compulsion or mistake, nor is this Agreement nor the compromise and settlement made in reliance upon any statement or representation of any of the parties released by this Agreement, or their representatives, agents or attorneys.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all agreements, commitments, arrangements, negotiations, representations, or undertakings, whether oral or written, between the parties, and there are no other

agreements, covenants, undertakings, representations, or warranties with respect to the subject matter of this Agreement other than those expressly set forth and referred to herein.

11. Each term and provision of this Agreement constitutes a separate undertaking, covenant, or promise. In the event that any term or provision hereof is determined to be unenforceable, invalid, or illegal in any respect, the remaining terms and provisions shall continue to be enforceable and valid. If any term or provision hereof shall, for any reason, be held to be excessively broad as to time, duration, activity, scope, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent permitted by applicable law of the State of Washington.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties caused this Agreement to be signed by their duly constituted and legal representatives and consider themselves to be bound by the terms and conditions of this Agreement, and in agreement to the above terms and conditions of this Agreement.

TEAMSTERS LOCAL 839

Russell Shjerven, Secretary/Treasurer

Date: 5-27-2021

EMPLOYEE

Shelly Olson

Date: 5-27-2021

SHERIFF'S OFFICE

Jerry Hatcher, Sheriff

Date: 6/18/2021

BOARD OF BENTON COUNTY COMMISSIONERS

Chair

Member

Member

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Date:

Approved as to form:

Stephen Hallstrom, DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Execute the Fourth Amendment to #19/20-DD-CI-00 with Columbia Industries
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 purpose of this Fourth Amendment to Grant Agreement #19/20-DD-CI-00 shall extend the expiration date to September 30, 2021 while waiting for the Developmental Disabilities Administration contract so services are uninterrupted.

Fiscal Impact

Amount: Fee-for-Service

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

Recommendation

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

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF FOURTH AMENDMENT OF GRANT AGREEMENT #19/20-DD-CI-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES

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

WHEREAS, this Fourth Amendment to Grant Agreement #19/20-DD-CI-00 shall extend the Agreement end date to September 30, 2021; **NOW, THEREFORE**

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

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

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2021.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M.Clark

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

THIS FOURTH CONTRACT AMENDMENT (hereinafter "Fourth Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **COLUMBIA INDUSTRIES**, a non-profit corporation, with its principal offices at 900 South Dayton, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 740, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2021 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this Fourth Amendment is necessary to make agreed-upon, needed amendments to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed.

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

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

   Agreement End Date.....September 30, 2021

IN WITNESS WHEREOF, the parties have caused this Fourth 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:

Chair Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Brian McDermott, President

Signature Date 6/2/21

BRIAN McDERMOTT
Name

PRESIDENT & CEO
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Execute the Fourth Amendment to #19/20-DD-ARC-00 with ARC of Tri-Cities
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 purpose of this Fourth Amendment to Grant Agreement #19/20-DD-ARC-00 shall extend the expiration date to September 30, 2021 while waiting for the Developmental Disabilities Administration contract so services are uninterrupted.

Fiscal Impact

Amount: Fee-for-Service

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

Recommendation

- Sign the Resolution to accept the proposed Fourth Amendment to Agreement #19/20-DD-ARC-00
- Execute the proposed Fourth Amendment to #19/20-DD-ARC-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF FOURTH AMENDMENT OF GRANT AGREEMENT #19/20-DD-ARC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND ARC of TRI-CITIES

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

WHEREAS, this Fourth Amendment to Grant Agreement #19/20-DD-ARC-00 shall extend the Agreement end date to September 30, 2021; **NOW, THEREFORE**

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

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

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2021.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M.Clark

FOURTH CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-ARC-00

THIS FOURTH CONTRACT AMENDMENT (hereinafter "Fourth Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **ARC OF TRI-CITIES**, a non-profit corporation, with its principal offices at 1455 Fowler St., Richland, WA 99352, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 739, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2021 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this Fourth Amendment is necessary to make agreed-upon, needed amendments to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed.

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

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

   Agreement End Date.....September 30, 2021

IN WITNESS WHEREOF, the parties have caused this Fourth 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:

Chair Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Cindy O'Neill, Director

Cindy O'Neill 6/1/21
Signature Date

Cindy O'Neill
Name

Exec Director
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Execute the Fourth Amendment to #19/20-DD-COMP-00 with Compass Career Solutions, LLC
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 purpose of this Fourth Amendment to Grant Agreement #19/20-DD-COMP-00 shall extend the expiration date to September 30, 2021 while waiting for the Developmental Disabilities Administration contract so services are uninterrupted.

Fiscal Impact

Amount: Fee-for-Service

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

Recommendation

- Sign the Resolution to accept the proposed Fourth Amendment to Agreement #19/20-DD-COMP-00
- Execute the proposed Fourth Amendment to #19/20-DD-COMP-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF FOURTH AMENDMENT OF GRANT AGREEMENT #19/20-DD-COMP-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COMPASS CAREER SOLUTIONS, LLC

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

WHEREAS, this Fourth Amendment to Grant Agreement #19/20-DD-COMP-00 shall extend the Agreement end date to September 30, 2021; **NOW, THEREFORE**

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

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

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2021.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M.Clark

FOURTH CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-COMP-00

THIS FOURTH CONTRACT AMENDMENT (hereinafter "Fourth Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **COMPASS CAREER SOLUTIONS LLC**, a for profit corporation, with its principal offices at 5709 West Sunset Hwy., Ste. 100, Spokane, WA 99224 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 767, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2021 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this Fourth Amendment is necessary to make agreed-upon, needed amendments to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed.

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

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

   Agreement End Date.....September 30, 2021

IN WITNESS WHEREOF, the parties have caused this Fourth 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:

Chair Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Robert Efford, CEO

Robert Efford 6/2/21
Signature Date

ROBERT EFFORD
Name

CEO
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Execute the Fourth Amendment to #19/20-DD-MRJN-00 with MRJN Associates, LLC
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 purpose of this Fourth Amendment to Grant Agreement #19/20-DD-MRJN-00 shall extend the expiration date to September 30, 2021 while waiting for the Developmental Disabilities Administration contract so services are uninterrupted.

Fiscal Impact

Amount: Fee-for-Service

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

Recommendation

- Sign the Resolution to accept the proposed Fourth Amendment to Agreement #19/20-DD-MRJN-00
- Execute the proposed Fourth Amendment to #19/20-DD-MRJN-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF FOURTH AMENDMENT OF GRANT AGREEMENT #19/20-DD-MRJN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND MRJN ASSOCIATES, LLC

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

WHEREAS, this Fourth Amendment to Grant Agreement #19/20-DD-MRJN-00 shall extend the Agreement end date to September 30, 2021; **NOW, THEREFORE**

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

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

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2021.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M.Clark

FOURTH CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-MRJN-00

THIS FOURTH CONTRACT AMENDMENT (hereinafter "Fourth Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **MRJN ASSOCIATES, LLC**, a for-profit corporation, with its principal offices at 1841 Gap Road, Granger, WA 98932, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 738, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2021 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this Fourth Amendment is necessary to make agreed-upon, needed amendments to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed.

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

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

   Agreement End Date.....September 30, 2021

IN WITNESS WHEREOF, the parties have caused this Fourth 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:

Chair Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Rose Almanza, Senior Officer

Signature Date

Name

Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Execute the Fourth Amendment to #19/20-DD-RTAS-00 with Responding to Autism Services
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 purpose of this Fourth Amendment to Grant Agreement #19/20-DD-RTAS-00 shall extend the expiration date to September 30, 2021 while waiting for the Developmental Disabilities Administration contract so services are uninterrupted.

Fiscal Impact

Amount: Fee-for-Service

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

Recommendation

- Sign the Resolution to accept the proposed Fourth Amendment to Agreement #19/20-DD-RTAS-00
- Execute the proposed Fourth Amendment to #19/20-DD-RTAS-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF FOURTH AMENDMENT OF GRANT AGREEMENT #19/20-DD-RTAS-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND RESPONDING TO AUTISM SERVICES

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

WHEREAS, this Fourth Amendment to Grant Agreement #19/20-DD-RTAS-00 shall extend the Agreement end date to September 30, 2021; **NOW, THEREFORE**

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

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

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2021.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M.Clark

FOURTH CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-RTAS-00

THIS FOURTH CONTRACT AMENDMENT (hereinafter "Fourth Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **RESPONDING TO AUTISM SERVICES, INC**, a for-profit corporation, with its principal offices at 101 N. Union St., Ste. 203, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 770, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2021 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this Fourth Amendment is necessary to make agreed-upon, needed amendments to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed.

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

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

   Agreement End Date.....September 30, 2021

IN WITNESS WHEREOF, the parties have caused this Fourth 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:

Chair Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Christine Lindgren, Director

Signature 6-2-21
Date

Christine Lindgren
Name

Responding to Autism Services, Director
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Ratify Agreement #PSC-2020/2021-COVID-TRAUM-03
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

This agreement is to have available hotel rooms at the Riverfront Hotel, to quarantine individuals because of the COVID-19 outbreak. Referrals to the rooms come from the Benton Franklin Health District.

Fiscal Impact

Amount: Fee-For-Service

Fund: There is no impact on the current expense budget. Reimbursement comes from Benton Franklin Health District. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Ratified Agreement to Contract Agreement #PSC-2020/2021-COVID-TRAUM-03, which has already been executed

Suggested Motion

Approve on consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF RATIFYING THE GRANT AGREEMENT #PSC-2020/2021-COVID-TRAUM-03 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND TRAUM VENTURES, LLC.

WHEREAS, the purpose of this Agreement is to provide hotel rooms to those who need to be quarantined or isolated because of the COVID-19 outbreak; and

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

WHEREAS, in order to meet required deadlines to fund emergency services, the County Administrator executed the above agreement on June 10, 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 the #PSC-2020/2021-COVID-TRAUM-03 agreement, between TRAUM Ventures, LLC and Benton County Department of Human Services for a Fee-for-Service as executed by the Benton County Administrator on June 10, 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 to TRAUM Ventures, LLC, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the 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

DHS, Commissioners Dept. Mari Clark

BENTON COUNTY
EMERGENCY ASSISTANCE AGREEMENT
#PSC-2020/2021-COVID-TRAUM-03

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY HUMAN SERVICES**, a political subdivision with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter "COUNTY"), and Traum Ventures, LLC a corporation organized under the laws of the State of Washington with its principal offices at PO BOX 1120 Beaverton, OR 97075 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

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

2. DURATION OF CONTRACT

The term of this Contract shall begin on April 1, 2021 and shall be provided on a as needed basis not to exceed 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 hotel rooms for homeless individuals that have been referred by Benton County Department of Human Services (BCDHS) to be quarantined due to the COVID-19 pandemic. The rooms will be provided at the current per diem rate on a as needed basis. If the hotel is close to reaching capacity, the CONTRACTOR will contact the COUNTY to discuss blocking rooms in quantities of five rooms

at a time.

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

c. The CONTRACTOR shall reserve the right to end an occupant stay if the occupant does not abide by Exhibit C "Hotel Rules".

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Kaylee Larson, Manager
Address:	50 Comstock Ave. Richland, WA 99352
Phone:	509-946-4661
Email:	richlandriverfront@mkmhotels.com

b. For COUNTY:

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

5. COMPENSATION

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

b. The CONTRACTOR will contact the COUNTY if the hotel is close to reaching capacity to allow the COUNTY to block out rooms in increments of five room blocks. The allowable rate is the current per diem rate for Benton County,

specified in Exhibit B.

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

d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month. Invoices shall cover the months which rooms were used for quarantine services as determined by the COUNTY.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until the rooms have been provided.

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. Each Party shall indemnify, defend and hold harmless the other Party and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract. PROVIDED, that both Parties obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of either Party or its officers, officials, employees, or agents.

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

subcontractors.

c. Grant recipients who occupy the reserved quarantine/isolation rooms shall be responsible for any damages beyond ordinary use and wear. Contractor shall have Grant recipients sign a separate agreement notifying them of their responsibilities.

8. TERMINATION

a. Each party reserves the right to unilaterally terminate this Agreement without cause upon not less than 10 days' notice to the other party. The County waives any claim or right to damages or reimbursement on account of termination by the Owner. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

b. In the event that funding for this service is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. When the use of a room by a grant recipient ends, the Contractor will perform each of these post-occupancy services as applicable:

i. Perform a deep cleaning and sanitation of all used areas in accordance with the Benton-Franklin Health District's COVID-19 sanitization recommendations.

9. ASSIGNMENT

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

10. WAIVER

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

11. COMPLIANCE WITH LAWS

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

12. NONDISCRIMINATION

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

13. DISPUTES

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

14. CHOICE OF LAW, JURISDICTION, AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

15. SUCCESSORS AND ASSIGNS

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

16. SEVERABILITY

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

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

17. ENTIRE AGREEMENT

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

18. NOTICES

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

19. SURVIVABILITY

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

20. LITIGATION HOLD NOTICE

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

21. PUBLIC RECORDS ACT

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

22. 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.

- This section left blank intentionally -

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

Dated: 6/10/2021

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: 5/21/2021

FOR: TRAUM VENTURES, LLC

Signature

Title: General Manager

Print Name: Haylee Larson

Approved to Content:

Human Services Manager

TRAUM VENTURES, LLC **Exhibit B**
PSC-2020/2021-COVID-TRAUM-03
Benton County
April 1, 2021 to December 31, 2021

COVID-19 Services	Monthly Maximum Total
$105.00/night per room for as needed	Fee for Service
$315.00 Cleaning Fee per Room After Checkout	Fee for Service

COVID-19 Services	Contract Maximum Total
$105.00/night per room for as needed	Fee for Service
$315.00 Cleaning Fee per Room After Checkout	Fee for Service

Statement of Work

1. Benton County Department of Human Services has provided funding for those who are homeless and need to quarantine or isolated due to the COVID-19 outbreak in Benton & Franklin Counties (grant recipients).

2. Traum Ventures, LLC will provide hotel rooms for those grant recipients in Benton & Franklin Counties.
    a. Traum Ventures will provide rooms as needed for Benton County Department of Human Services (BCDHS).
    b. Referrals for the BCDHS rooms will come directly from BCDHS staff.
    c. Quarantined individuals' length of stay can be up to fourteen days (14) unless otherwise authorized by BCDHS staff.
    d. Displaced individuals' length of stay will be determined by BCDHS staff.

3. Traum Ventures will have occupants assume additional excessive damage responsibility as any other hotel guest would assume responsibility.

4. Traum Ventures reserves the right to end an occupant stay if the "Hotel Rules" are not followed.

5. Traum Ventures will provide food service for breakfast. Boxed meal will be delivered to the occupant's door.

6. Linen/towel exchange program will be set up for the temporary residents.

7. Rooms will have a microwave and refrigerators

8. Traum Ventures will sanitize each room after grant recipients check out of their stay. The sanitation procedures will follow the Benton-Franklin Health District guidelines for COVID-19.

Covid-19 Procedures and Protocols

Required PPE For Guests:

- Masks
- Gloves
- Hand Sanitizer

Pre-Arrival:

- When you are being discharged from the hospital, Department of Human Services will call to inform the hotel of your arrival.
- The Department of Human Services will call the hotel and give the hotel your name and information so we can assign you to one of our designated Covid-19 rooms and we will inform Department of Human Services of the assigned room number that you will be going to.
- The Department of Human Services will instruct the hospital to review the policies and procedures for our Covid-19 guests and have you sign this paper.

Arrival at the Hotel:

- When you arrive at the hotel you or the cab driver are to call 509-946-4661 and let the hotel employee know of your arrival on hotel premises and give a description of your car to the front desk employee and remain in their car until the front desk employee drops off your keys to the room in an envelope in front of the door of the room, and then drops off the bag of prepared PPE at the door of their car. Then the employee will go back to the front desk and let you know that they can grab the bag of PPE that was left at their car and change their PPE that they are currently wearing and first sanitize your hands, put a disposable mask on, and disposable gloves on.
- Once you are in the PPE we provided, you can exit your car and go to the room and get the keys to enter the room that the front desk employee left at the door.

Once guest is in the room:

- There will be a 3 days' worth of supplied PPE left in the room for the you. Gloves, Masks, and hand sanitizer.
- You are to strictly follow these policies and procedures that the hospital gave you and a copy of these will also.
- If you open the door for any reason you MUST be wearing gloves and a mask at all times and under no circumstances may you take them off unless you are smoking, which is the only exception for removing your mask.
- If you are stepping out of the room (to smoke only) you are to call the front desk and let them know that you are exiting the room and upon arrival back into the room you are to call the desk to tell them you are back in the room. The time that you leave the room and enter the room will be documented on a log that the desk will keep on file.
- Every 3 days that you are in the hotel room we will be dropping off a new bag of linens, another 3 day supply of gloves, masks, and hand sanitizer, and any extra amenities that you may need or ask for.
- You will then will prepare all of your linen from their room and place it in a black garbage bag tied and then double bagged in another black bag and then with your mask and gloves on will place this bag

outside of their room. Before placing this bag outside of the room, you will call the desk and let them know you will be placing their linen and garbage outside of the room.

- Our housekeeping team will come by 30 minutes after you lets us know that you placed your linen outside and they will gather all linen from all our rooms that are in house and place the linen in a designated area for 72 hours.
- If for any reason the you need any extra amenities at all you are to request the extra amenities be delivered to your door before 10A M on any given day of the week and the extra amenities will be delivered at the same time food will be delivered.
- Your breakfast, lunch, and dinner will be delivered to your room every day at the same time which this will be dependent on what time the catering company will be providing the meals to the hotel. If you would like any additional breakfast items for the next day, you are to report that to the desk by 10 AM.

Day of check out:

- We ask that the linen be gathered up and placed in the provided black garbage bags, and then bagged one more time and tied. We ask that you gather up all your garbage and double bag it.
- After gathering all your items and everything is gathered you are to call the front desk to let them know you are leaving. You will take your items to your car or taxi and place their garbage bag and linen bag outside the door.
- The guest leaves their room key in their room on the TV stand.
- Once the guest is in their car and leaving property, we ask that the guest "check-out" and let the front desk know they are leaving property.

If any incidents occur while the guest is staying at the hotel:

- If for any reason we catch the guest not obeying by the guidelines or policies and procedures, we will contact Mari Clark at Department of Human Services and let her know. We will immediately act and ask the guest to check out and leave the hotel's premises. If a guest is observed leaving the property, we will immediately call the guest and ask the guest to not return to the hotel. After a 72-hour period we will gather the guest's belongings up and they can have someone come and pick them up from the hotel. The guest is not to come back on property until their 14 days of quarantine is up.

A Few Policies and Procedures:

- We will be closing all our second floor rooms in B Building and D Building and only keeping them open for Covid-19 guests. You are always to remain on the second floor and not allowed to leave your room other than to smoke and must always remain in front of your guestroom door. You are not to lean on railing and must dispose of their cigarette butts in a plastic bag and tie it with your gloves on and bring the tied bag into their hotel room and dispose of the bag in the garbage.
- If a guest exits to smoke they are to wear a mask and gloves when exiting their room, they can pull their mask down to smoke but upon being done with smoking they are to place their mask back on and dispose of their butt. There is absolutely no smoking of any kind in the rooms at all. If we find you are smoking in the room, you will be asked to leave and charged $250.00 for damages.
- Tenants will be responsible for the condition of their room, and in occupying their living spaces they are agreeing to be held liable for any damages occurred during their stay. By signing these Hotel Rules, I fully acknowledge and agree to abide. I also agree that infraction of these rules will result in expulsion from our property.

- If tenant has food delivered outside of what is provided, the delivery is not to be to the room but the front desk. Tenant is responsible for any outside food costs outside of the breakfast, lunch and dinner provided.
- Tenants are not permitted guests. If a tenant needs a delivery, it must be left at the front desk. It will be delivered to your room. If anyone comes on property and to your room for any reason you will be asked to leave the property immediately.
- There will be no use of the recreational areas such as the pool or exercise area for any reason.

Signing below states that you understand the hotel's policies and procedures outlined in this document.

_____	_____
Signature	Printed Name
_____	_____
Date	Room number

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Execute the Priority and Subordination Agreement with Bradly Bricker
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 purpose of this Agreement is to identify the priority order precedence for repayment, in an instance of loan default by Bradley Bricker. Bradley Bricker was awarded $150,000 per Benton County Resolution 2019 715 from the Benton County 2060 Affordable Housing Fund, to complete a 10-Unit apartment building in Richland to provide affordable housing units.

Fiscal Impact

Total Agreement Amount: $0.00

Fund: There is no impact on the current expense budget.

Recommendation

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

Suggested Motion

Consent Agenda

Mari Clark

From: Eric Andrews
Sent: Thursday, June 17, 2021 11:48 AM
To: Mari Clark
Cc: Kyle Sullivan
Subject: RE: [EXTERNAL] Subordination Agreement for 1526 Alder

Signature blocks should make it clear whether it is all three board members or just the chair 😊. Not a big thing, but its an easy change in this case.

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

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From: Mari Clark <Mari.Clark@co.benton.wa.us>
Sent: Thursday, June 17, 2021 11:47 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us>
Subject: RE: [EXTERNAL] Subordination Agreement for 1526 Alder

Wouldn't they sign under Benton County on the document and then the resolution? I believe this is the way it happened with the other. I could be wrong though. I changed our name from Benton & Franklin Counties to Benton County.

From: Mari Clark
Sent: Thursday, June 17, 2021 11:42 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us>
Subject: RE: [EXTERNAL] Subordination Agreement for 1526 Alder

Only Benton County, I will make the changes and get it on the agenda. Thanks.

Mari

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Thursday, June 17, 2021 10:34 AM
To: Mari Clark <Mari.Clark@co.benton.wa.us>
Cc: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us>
Subject: RE: [EXTERNAL] Subordination Agreement for 1526 Alder

I approve this as to form. The only thing that needs to change is the signature block to reference the BOCC Chair, and I am not sure if any of this money is from Franklin County but they would need a block as well.

R/

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

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From: Mari Clark <Mari.Clark@co.benton.wa.us>
Sent: Thursday, June 10, 2021 9:46 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us>
Subject: FW: [EXTERNAL] Subordination Agreement for 1526 Alder

Can you please let me know if this is approved to put before the board. I think you may have already seen this.

Mari

From: Brad Redii <brad.redii@gmail.com>
Sent: Thursday, June 10, 2021 9:13 AM
To: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us>; Mari Clark <Mari.Clark@co.benton.wa.us>
Subject: [EXTERNAL] Subordination Agreement for 1526 Alder

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.

Hi Kyle and Mari,

Attached should be the subordination agreement, and below should be the email that the bank sent with the agreement.

I am sending this via my phone, so let me know if something is missing.

Will this agreement be able to be signed on June 15th as well? We have a June 26th close-by deadline for our loan, and I want to make sure that we can get this signed document back to the bank in time.

Thanks,

Brad

Mari Clark

From: Eric Andrews
Sent: Thursday, June 17, 2021 2:08 PM
To: Mari Clark
Subject: RE: 20201230-Agreement-Priority Agreement-001.pdf

Yes, this is ok because they signed it "Chairman". If only one signs it we need evidence that it was the chairman.

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

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Mari Clark <Mari.Clark@co.benton.wa.us>
Sent: Thursday, June 17, 2021 2:07 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: 20201230-Agreement-Priority Agreement-001.pdf

Here is the previous one, so can I leave the one you approved as is or do you still want me to change it? Sorry to be a pain. Kyle wants this on the agenda for the 29th and I have to have it to Cami for review by tomorrow.

Mari

Mari Clark

Benton County Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
509.737.3902 office
509.572.0184 cell phone

Monday-Thursday 6:00 am to 5:00 pm



RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING THE PRIORITY AND SUBORDINATION AGREEMENT BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BRADLEY BRICKER

WHEREAS, the purpose of this Agreement is to identify the priority order of precedence for repayment in an instance of loan default by Bradley Bricker; and

WHEREAS, Benton County Resolution 2019 715, provided funds from Benton County's 2060 Affordable Housing Fund to Bradley Bricker, which was used to fund construction costs to complete a 10-unit apartment building in Richland, WA in Westgate Center, adding affordable housing units to the Counties affordable housing inventory; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, the Priority and Subordination Agreement between Benton County Department of Human Services and Bradley Bricker; and

BE IT FURTHER RESOLVED, the term of the attached Priority and Subordination Agreement commences on the date of execution and ends on December 31, 2034.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Clark

This Space Provided for Recorder's Use

WHEN RECORDED MAIL TO:

Banner Bank
3005 112th Avenue NE, Suite 100
Bellevue, Washington 98004

Loan No. 72409932

SUBORDINATION AGREEMENT

Borrower:	1526 Alder, LLC, a Washington limited liability company
Subordinate Party:	Benton County Department of Human Services
Senior Lender:	Banner Bank
Abbreviated Legal Description:	Portion of Lot 1, Block 339, PLAT OF RICHLAND (see Exhibit "A" for full legal)

Assessor's Property Tax Parcel or Account No.: 103983020339005

THIS SUBORDINATION AGREEMENT ("Agreement"), dated for reference purposes May __, 2021, is entered into among 1526 Alder, LLC, a Washington limited liability company ("Borrower"), and Benton and Franklin Counties Department of Human Services (the "Subordinate Party"), in favor of Banner Bank ("Senior Lender").

RECITALS

A. Borrower owns certain real property in Benton County, Washington, legally described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. Senior Lender has made or will make a loan to Borrower in the principal amount of not to exceed Seven Hundred Thirty Thousand and 00/100 Dollars ($730,000.00) (the "Senior Loan"), which Senior Loan shall be secured by, among other things, a Deed of Trust executed by Borrower in favor of Senior Lender, and recorded concurrently herewith in the Official Records of Benton County, State of Washington (the "Senior Deed of Trust"), on May ___, 2021, under recording number _____. (The Senior Lender is authorized to fill in the recording information for its Senior Deed of Trust prior to the recording of this Agreement.) The Senior Deed of Trust, and other documents evidencing, securing, or otherwise relating to the Senior Loan, are collectively referred to as the "Senior Loan Documents".

C. Borrower's predecessor-in-interest to the Property (Bradley Bricker) executed in favor of Subordinate Party a Restrictive Covenant dated October 1, 2019, which was recorded on October 15, 2019, under recording no. 2019-031795 (the "Subordinate Agreement").

D. As a condition precedent to the making of the Senior Loan, Senior Lender has required Subordinate Party to consent to the recording of the Senior Deed of Trust, and to subordinate the lien of the Subordinate Agreement to the lien of the Senior Deed of Trust.

E. In consideration of the mutual agreements set forth below, the Parties enter into this Subordination Agreement.

AGREEMENTS

1. **Consent and Subordination**. Subordinate Party hereby consents to the recording of the Senior Deed of Trust against the Property. Subordinate Party further subordinates in its entirety the lien and terms of the Subordinate Agreement to the lien of the Senior Deed of Trust subject to the terms of this Agreement.

2. **Subordinate Party's Representations and Warranties**. Subordinate Party represents and warrants to Senior Lender that Senior Lender has made no representation to Subordinate Party as to the creditworthiness of Borrower and Subordinate Party further agrees that Senior Lender shall have no obligation to disclose to Subordinate Party information or material acquired by Senior Lender in the course of its relationship with Borrower.

3. **Subordinate Party's Waivers**. Subordinate Party waives any right to require Senior Lender: (a) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Senior Loan or of any nonpayment related to any Senior Loan Documents, or notice of any action or nonaction on the part of Borrower, Senior Lender, any surety, endorser, or other guarantor in connection with the Senior Loan, or in connection with the creation of new or additional loans; (c) to resort for payment or to proceed directly or at once against any person, including Borrower; (d) to proceed directly against or exhaust any security interests held by Senior Lender from Borrower, any other guarantor, or any other person; (e) to pursue any other remedy within Senior Lender's power; or (f) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

4. **Senior Lender's Rights**. Senior Lender may take or omit any and all actions with respect to the Senior Loan or any security interests for the Senior Loan without affecting whatsoever any

of Senior Lender's rights under this Agreement. In particular, without limitation, Senior Lender may, without notice of any kind to Subordinate Party, (a) make one or more additional secured or unsecured loans to, plus accruing interest and such additional advancements, including but not limited, to property taxes, insurance and repairs necessary to protect the Senior Lender's collateral, as well as attorney fees in enforcing and collecting the Senior Loan; (b) repeatedly alter, compromise, renew, extend, refinance, accelerate, or otherwise change the time for payment or other terms of the Senior Loan or any part thereof, including increases and decreases of the rate of interest on the Senior Loan; extensions may be repeated and may be for longer than the original loan term; (c) take and hold security interests for the payment of the Senior Loan, and exchange, enforce, waive, and release any such security interests, with or without the substitution of new collateral; (d) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Senior Lender chooses; (e) determine how, when and what application of payments and credits, shall be made on the Senior Loan; (f) apply such security and direct the order or manner of sale thereof, as Senior Lender in its discretion may determine; and (g) assign this Agreement in whole or in part.

5. **Default by Borrower**. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Agreement shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination in approving any such plan of reorganization or arrangement.

6. **Duration and Termination**. This Agreement is effective as of May __, 2021, and will remain in full force and effect until the Subordinate Agreement expires or terminates pursuant to the terms stated therein.

7. **Miscellaneous Provisions**. The following miscellaneous provisions are a part of this Agreement:

a. Applicable Law. THIS AGREEMENT HAS BEEN DELIVERED TO SENIOR LENDER AND ACCEPTED BY SENIOR LENDER IN THE STATE OF WASHINGTON. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law.

b. Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Senior Lender, Borrower, and Subordinate Party.

c. Attorney Fees and Legal Expenses. Borrower agrees to pay upon demand all of Senior Lender's costs and expenses, including attorney fees and legal expenses, incurred in connection with the enforcement of this Agreement. Senior Lender may pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Senior Lender's attorney fees and legal expenses whether or not there is a lawsuit, including attorney fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower and Subordinate Party also shall pay all court costs and such additional fees as may be directed by the court. In the event of a dispute between the Subordinated Party and the Senior Lender, the prevailing party shall be entitled to its attorney fees, including those upon appeal.

d. Venue and Controlling Law. This Agreement shall be controlled by Washington Law and venue for any dispute shall be in the Superior Court of the location of the Property.

e. Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement, and the covenants of Borrower and Subordinate Party respecting subordination of the Subordinate Agreement in favor of Senior Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Senior Lender may transfer any or all of the Senior Loan, and the benefits of the Subordinate Agreement shall extend to, include, and be enforceable by any transferee or endorsee to whom the Subordinate Party may assign his rights under the Subordinate Agreement provided written notice has been provided to Lender within ten (10) days of the transfer.

f. Notices. All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) Business Days after deposit, postage prepaid in the U.S. mail, or (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) Business Day after deposit with such messenger or courier. All notices to be provided under this Agreement shall be sent to the following addresses:

Senior Lender:

Banner Bank
3005 112th Avenue NE, Suite 100
Bellevue, Washington 98004

With a copy to:
Tomasi Salyer Martin
121 SW Morrison St., Suite 1850
Portland, Oregon 97204

Borrower:

1526 Alder, LLC
1976 Birch Avenue
Richland, Washington 99354

Subordinate Party:

Benton County
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, Washington 99336

g. Waiver. Neither Senior Lender nor Subordinate Party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on the part of any party in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by any party, nor any course of dealing, shall constitute a waiver of any of any party's rights or obligations as to any future transactions. Whenever the consent of any party is required under this Agreement, the granting of such consent in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of such party.

BORROWER, SUBORDINATE PARTY AND SENIOR LENDER ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION AGREEMENT, AND BORROWER, SUBORDINATE PARTY, AND SENIOR LENDER AGREE TO ITS TERMS.

BORROWER:

1526 Alder, LLC,
a Washington limited liability company

By:_____
Bradley M. Bricker, Manager

By:_____
Kenton D. Bricker, Manager

SUBORDINATE PARTY:

Benton County
Department of Human Services

By:_____
Name:_____
Its:_____

Acknowledged and agreed:

SENIOR LENDER:

Banner Bank

By:_____
Shaun P. Gordon, Senior Vice President

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Bradley M. Bricker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of 1526 Alder, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

_____
Notary Public for _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Kenton D. Bricker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of 1526 Alder, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

_____
Notary Public for _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Benton and Franklin Counties Department of Human Services, _____, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

_____
Notary Public for _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Shaun P. Gordon is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Senior Vice President of Banner Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

_____
Notary Public for _____
My Commission Expires: _____

Exhibit "A"

Legal Description

Lot 1, Block 339, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington; EXCEPT the North 120.5 feet of said Lot 1.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/29/21
Subject:	MOA between Benton and Franklin Counties
Presenter:	Kyle Sullivan
Prepared By:	Kyle Sullivan
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

Benton and Franklin Counties operated as a bi-county department for a number of years without a formal agreement. Decisions were made toward the end of 2019 to bifurcate the Human Services Department and a Memorandum of Agreement was made between Benton and Franklin Counties for the provisions of Human Services. That agreement was effective as of January 1, 2020. The term ends June 30, 2021. There are a number of State of Washington grants and programs administered by the Human Services Department that the State encourages to be provided on a regional basis rather than on an individual county basis for efficiency. The new agreement runs from July 1, 2021 to June 30, 2025.

Fiscal Impact

Benton County will bill Franklin County $4650.00 monthly for the first twelve (12) months. The monthly fee payable for each successive twelve-month period shall be increased by Two and One-Half Percent (2.5%)

Recommendation

Recommend the BOCC approve the Memorandum of Agreement.

Suggested Motion

Move the BOCC approve as part of the consent agenda, the Memorandum of Agreement between Benton and Franklin Counties.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: MEMORANDUM OF AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES REGARDING THE PROVISION OF SERVICES BY THE BENTON-FRANKLIN HUMAN SERVICES DEPARTMENT

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of their respective counties; and,

WHEREAS, Benton and Franklin Counties had operated a bi-county Department of Human Services for decades without a formal agreement; and

WHEREAS, certain State of Washington grants and programs administered by the Department of Human Services are provided on a regional basis rather than on an individual county basis; and,

WHEREAS, Benton and Franklin Counties entered into an agreement with an effective date of January 1, 2020 that expires June 30, 2021 and wish to continue with another agreement with an effective date of July 1, 2021 and run through June 30, 2025; and

WHEREAS, both Benton and Franklin Counties' Boards of Commissioners find it in the best interest of their individual constituencies to continue to provide essential services at a regional level; and

NOW, THEREFORE, BE IT RESOLVED, that the Boards of Commissioners for Benton and Franklin Counties do hereby approve the attached Memorandum of Agreement for Provisions of Services by the Human Services Department; and

BE IT FURTHER RESOLVED, The Agreement start date is July 1, 2021 and ends June 30, 2025.

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

_____
Chair

_____
Chair Pro Tem

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

Attest:

_____
Clerk of the Board

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

_____
Chair

_____
Chair Pro Tem

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

Attest:

_____
Clerk of the Board

Originals (3): Benton County, Franklin County, Human Services

MEMORANDUM OF AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES REGARDING THE PROVISION OF SERVICES BY THE BENTON-FRANKLIN HUMAN SERVICES DEPARTMENT

WHEREAS, Benton and Franklin counties (the "Counties") jointly managed and operated the Benton-Franklin Human Services Department for decades prior to January 1, 2020, without any formal operating agreement;

WHEREAS, during that time the department operated as a bi-county agency, with employees being considered employees of both counties and management decisions being made by both Boards of County Commissioners;

WHEREAS, during that time Benton County acted as the administrative agency with the department employees following Benton County policies, department funds being held by the Benton County Treasurer, and department payments generally being made by the Benton County Auditor's Office;

WHEREAS, in late 2019, the Counties agreed that a written agreement for the operation of the department would be prudent and that through at least June 30, 2021, the department shall operate as a Benton County Department managed solely by Benton County that will provide services to Franklin County residents to the extent grant funds allow, in return for payment by Franklin County of certain fees;

WHEREAS, the Counties now agree that Benton County will continue to provide services to Franklin County under the terms set forth below upon the expiration of the existing agreement and effective July 1, 2021;

WHEREAS, Chapter 39.34 RCW permits the Counties to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will accord best with geographic, economic, population and other factors influencing the needs of the Counties;

NOW THEREFORE, IT IS MUTUALLY AGREED by the Counties as follows:

1. **Benton County Human Services Department**. Effective as of July 1, 2021, Benton County Human Services Department (the "Department) shall provide the services set forth herein to Franklin County. All management of the Department will be at the sole discretion of Benton County, and all staff of the Department shall be solely Benton County employees.

2. **Services for Franklin County.** In return for the consideration set forth herein, the Department will provide the following services to Franklin County during the term of this Agreement or such other period as specified; provided, neither the Department nor Benton County is obligated to use current expense dollars to directly fund any of these services:

a. Administer Franklin County's portion of the Consolidated Homeless Grant from the Department of Commerce.

b. Administer Franklin County's portion of the Community Development Block Grant from the Department of Housing and Urban Development (HUD) through June 30, 2022, take reasonably necessary steps to apply for a similar grants for the period July 1, 2022, through June 30, 2025, and, if awarded, administer those grants on behalf of Franklin County.

c. Administer Franklin County's portion of a second Community Development Block Grant from the Department of Commerce to provide housing assistance to the non-entitlement areas of the Counties (CDBG CV-1 grant) through January 31, 2023.

d. Apply for and, if received, administer Franklin County's portion of a third Community Development Block Grant from HUD (CDBG CV-2 grant) to provide COVID related rental and utility assistance to the non-entitlement areas of the Counties through January 31, 2023.

e. Administer Franklin County's share of the current Shelter Plus Care grant from HUD and seek a similar grants for the period November 1, 2021, through October 31, 2024; provided, no services beyond that date are agreed to under this Agreement.

f. Take reasonably necessary steps to apply for Franklin County's portion of a grant from the Developmental Disabilities Administration and administer the same if awarded through June 30, 2022; and take reasonably necessary steps to apply for similar grants for July 1, 2022, through June 30, 2025, and, if awarded, administer those grants on behalf of Franklin County.

g. Administer Franklin County's portion of the Prevention Services agreement with the Washington State Healthcare Authority through June 30, 2022, take reasonably necessary steps to apply for similar grants for the period July 1, 2022, through June 30, 2025, and, if awarded, administer those grants on behalf of Franklin County.

h. The Department shall through June 30, 2025, continue to provide services to Franklin County with respect to its homeless housing and affordable housing programs as set forth in Franklin County Resolutions 2012 035 and 2012 087; provided, in accordance with current practice in return for these services Franklin County shall pay Benton County: (1) five (5) percent of the surcharge collected by Franklin County under RCW 36.22.178; (2) thirty (30) percent of the budget for Fund No. 188 entitled Ending Homelessness as direct reimbursement for certain operating expenses; and (3) six (6) percent of the surcharge collected by Franklin County under RCW 36.22.179.

i. The Department shall through June 30, 2025, continue to provide services to Franklin County with respect to the administration of Franklin County's Veterans Assistance Fund; provided, Benton County shall compute the direct and indirect costs incurred in providing this service, which amount shall not exceed eight (8) percent of the fund's budget for the period being billed, and invoice Franklin County no sooner than July 31, 2021,for costs incurred in January through June of 2021; and no sooner than July 31st of the years 2022 through 2025 for each twelve month period preceding the billing. Franklin County shall pay such invoices within twenty (20) days of receipt.

j. Administer Franklin County's portion of the current agreement and any subsequent agreements with Debbie Chapman to help transition developmentally delayed student into the work force upon completion of high school.

k. The Department shall administer the following contracts that Franklin County has entered into that Franklin County will pay for with its mental health millage funds:

(1) Agreement with Sharon Adolphsen, Developmental Disabilities Parent Coalition Coordinator, for liaison/advocate services for persons with developmental disabilities;

(2) Agreement with ARC of Tri-Cities for Special Olympics services and activities, including local Special Olympic activities; and

(3) Agreement with Lourdes Health for prosecutorial diversion services to assist with diverting mentally ill persons from jail to treatment.

l. Administer Franklin County's portion of a grant from the Department of Commerce under the Treasury Rental Assistance Program to provide COVID related rental assistance through September 30, 2022, take reasonably necessary steps to apply for similar grant, if offered, for a subsequent period and, if awarded, administer that grant on behalf of Franklin County;

m. Administer Franklin County's portion of a grant from the Department of Commerce under the Shelter Grant Program to increase shelter capacity in response to COVID through June 30, 2023.

n. Administer Franklin County's portion of a grant from the Department of Commerce under the Emergency Solutions COVID Grant Program to provide emergency housing through June 30, 2022.

3. Fee for Services. While the direct cost of some of the services incurred by the Department in providing services to Franklin County are funded by third party grants, by contracts and the administrative fees authorized in paragraph 2 above, not all such direct costs are so funded. Additionally, other offices within Benton County will incur indirect costs in connection with the Department's services to Franklin County. To additionally compensate Benton County for the costs it will incur under this Agreement, Franklin County shall also pay a monthly fee to Benton County. The monthly fee payable to Benton County by Franklin County for the first twelve (12) months shall be Four Thousand Six Hundred Fifty Dollars ($4,650). The monthly fee payable for each successive twelve month period shall be increase by Two and One-Half Percent (2.5%). Benton County shall submit a monthly invoice to Franklin County for the amount due. Franklin County shall pay such invoice within twenty (20) days of receipt of each invoice.

4. Termination of Lease for Office Space. The Counties entered into a lease on November 22, 2010, whereby the Counties jointly leased office space at 7102 W. Okanogan Pl, Kennewick, WA, from Benton County for the bi-county Human Services Department. That lease automatically terminated on January 1, 2020, which is the date the Department ceased to pay rent to Benton County thereunder.

Since January 1, 2020, Benton County has assessed the Department an amount for office space equal to what the Department would be paying if such lease was still in effect. The Counties expect that assessment will continue to be a reimbursable amount pursuant to the Department's grants. However, if such assessment is subsequently determined by a state or federal agency not to be a reimbursable expense under one or more of the Department's grants, Franklin County agrees to pay 29% of any amount determined not to be reimbursable. Benton County shall submit invoices at twelve month intervals to Franklin County for any amounts due hereunder, and Franklin County shall pay such invoices within twenty (20) days of receipt.

5. Term of Agreement. Except as otherwise set forth, this Agreement shall be effective July 1, 2021, and shall expire on June 30, 2025. Either party may, however, terminate this Agreement without cause prior to its expiration by sending written notice to the Board of Commissioners of the

other party of its intent to terminate this agreement; provided, any termination under this section shall not effective until six (6) months from the date of such notice of termination.

6. Other Termination. This Agreement may be terminated at any time by mutual agreement or for cause by one party upon thirty (30) days prior written notice in the event of violation by the other party of any provisions of this Agreement; provided, the violating party shall have thirty (30) days from receipt of such written notice to cure the violation and if such cure is made within that thirty (30) days, this Agreement shall not be terminated.

7. Filing with Auditor. Upon execution, Benton County shall record this Agreement with the Benton County Auditor, which the Counties agree satisfies the requirements of RCW 39.34.040.

8. Entire Agreement. This Agreement sets forth in full the entire agreement of the parties, and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect whatsoever.

9. Amendments. This Agreement may be waived, changed, modified or amended only by written agreement executed by both parties hereto.

(This area intentionally left blank.)

10. Prior Liabilities. The Counties shall remain jointly liable on an equal basis for any liabilities that accrued on or before December 31, 2019, as a result of the existence or operation of the Benton-Franklin Human Services Department. The Counties each agree to indemnify the other and their officials and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent one of the Counties or their officials or employees incur a liability as a result of the existence or operation of that department prior to December 31, 2019, and such liability is not equally incurred by the other county, its officials or employees.

Dated:_____

BENTON COUNTY, WASHINGTON

_____
JEROME DELVIN, Chairman.

_____
SHON SMALL, Member.

_____
WILL MCKAY, Member.

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

DATED:_____

Attest:_____
Clerk of the Board

Approved as to Form:

_____
RYAN K. BROWN, Benton County Deputy Prosecuting Attorney

Dated:_____

FRANKLIN COUNTY, WASHINGTON

_____
_____, Chairman.

_____
_____, Chairman Pro-Tem.

_____
_____, Member.

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

DATED:_____

Attest:_____
Clerk of the Board

Approved as to Form:

_____ 6/14/21
JENNIFER JOHNSON, Franklin County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 06/22/2021 BC 06/29/2021
Subject:	Food Services Contract Amendment No 1 with Aramark Correctional Service, LLC
Presenter:	
Prepared By:	Shela Berry
Reviewed By:	Darryl Banks

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

Summary / Background Information

The purpose of this Food Services Contract Amendment No 1 is to amend Article 1, Section 1.3 ("Term of the Contract") to extend the Contract for an additional one-year period, from July 1, 2021 to June 30, 2022 and to amend Article VI Section 6.1 ("Fixed Price Per Meal") to update and replace in its entirety Attachment G to be consistent with the Consumer Price Index.

The Juvenile Administrative Services Finance Manager recommends amending the Food Services Contract with Aramark Correctional Services, LLC.

Fiscal Impact

Amount: The amount is not to exceed $430,000.00 for the period of July 1, 2021 through June 30, 2022.

Fund: The food service expenditures are to be paid out of the current Juvenile Operations Department #171 budget. No supplement required.

Recommendation

The Juvenile Administrative Services Finance Manager recommends amending the Food Services Contract to Aramark Correctional Services, LLC for the period of July 1, 2021 through June 30, 2022.

Suggested Motion

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Food Services Contract Amendment No 1 with Aramark Correctional Service, LLC and Benton-Franklin Counties Juvenile Justice Center.

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 THE REQUEST FOR SIGNATURE FROM THE CHAIR OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FOOD SERVICE CONTRACT AMENDMENT NO. 1 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND ARAMARK CORRECTIONAL SERVICES, LLC; APPROVED BY BENTON COUNTY RES. NO 2020 520 AND FRANKLIN COUNTY RES. NO. 2020 155

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center currently contracts with Aramark Correctional Services, LLC for detention food services; and

WHEREAS, Aramark Correctional Services, LLC continues to provide food services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit; and

WHEREAS, the purpose of this Food Service Contract Amendment No. 1 is to amend Article I, Section 1.3. ("Term of the Contract") to extend the Contract for an additional one-year period, from July 1, 2021 to June 30, 2022 and Article VI Section 6.1 ("Fixed Price Per Meal") to update and replace in its entirety Attachment G to be consistent with the Consumer Price Index; **NOW, THEREFORE**

BE IT RESOLVED, that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, the Food Service Contract Amendment No. 1 between Benton-Franklin Counties Juvenile Justice Center and Aramark Correctional Services, LLC for the same consideration amount of $430,000.00 including W.S.S.T.; and

BE IT FURTHER RESOLVED, that the term of the Food Services Contract Amendment No. 1 shall commence on July 1, 2021 and shall expire on June 30, 2022.

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-ARAMARK, 1-Juvenile

R. Garcia

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

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

FOOD SERVICE CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "SPONSOR"), and Aramark Correctional Services, LLC, with its principal offices located at the Aramark Tower, 2400 Market Street, Philadelphia, PA 19103 (hereinafter referred to as "FSMC").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract, numbered as Benton County Resolution No. 2020 520 and executed on August 4, 2020 and Franklin County Resolution No. 2020 155 and executed on July 21, 2020 (the "Contract), the parties agree to amend the Contract as follows:

1. In accordance with Article 1 of the Contract ("Term of the Contract"), the parties agree to extend the Contract for an additional one-year period, from **July 1, 2021 to June 30, 2022**. The contract is subject to three (3) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [*7 CFR 210.16(d)*]. Extensions or renewals are contingent upon the fulfillment of all contract provisions related to USDA donated foods.

2. In accordance with Article 6, Section 6.1 ("Fixed Price Per Meal"), the parties mutually agree that the per meal price charged to the SPONSOR shall be changed as a result of changes in the Consumer Price Index. Attachment G of the Contract is deleted and replaced with an updated Attachment G, attached hereto. This price shall be effective from July 1, 2021 through June 30, 2022, and shall supersede in all respects any prior per meal price.

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

Attachment G

Fixed Price Per Meal
Benton County Juvenile Justice Center
Effective July 1, 2021 through June 30, 2022

Number of Meals Served Including Youth and Staff			Fixed Price per Meal (Including 3.68% CPI - March 2020 to March
1	To	29	$5.174
30	To	34	$5.059
35	To	39	$4.548
40	To	44	$4.166
45	To	49	$3.868
50	To	54	$3.630
55	To	59	$3.436
60	To	64	$3.273

This Amendment No. 1 is effective as of July 1, 2021.

ARAMARK Correctional Services, LLC.	Benton Franklin Counties Juvenile Justice Center
DocuSigned by: Michael Santoro 6/9/2021 Michael Santoro Date Vice President, Finance	Darryl Banks 6-4-2021 Darryl Banks Date Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form: 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: _____ 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 FUND NUMBER 0000101, DEPARTMENT NUMBER 136

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, File,

Prepared by: E Hsu

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense Dept Nbr: 136

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 136 TRANSFER TO: Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.911	1304	Public Defense Attorney	$105,081	515.919	1304	Public Defense Attorney	$105,081
515.911	2102	Social Security (FICA)	$8,039	515.919	2102	Social Security (FICA)	$8,039
515.911	2103	Medical Insurance	$26,733	515.919	2103	Medical Insurance	$26,733
515.911	2104	Retirement	$13,514	515.919	2104	Retirement	$13,514
515.911	2119	Paid Family Leave Act	$155	515.919	2119	Paid Family Leave Act	$155
TOTAL			$153,522	TOTAL			$153,522

Explanation:

Need to consolidate budget funds into Superior Court line item since employees duties will exclusively be in Superior Court from here on forward.

Prepared by: Eric Hsu Date: 17-Jun-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	MOU between Benton County and Benton PUD
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 MRWF Retrofit Project involves converting an existing building into a Moderate Risk Waste Facility (MRWF) for the purpose of collecting and processing MRW from self-haul customers. The previous MRWF utilized by Benton County was lost in a fire in 2010. During the interim, the County has been providing semi-annual household hazardous waste (HHW) drop-off events for Benton County residents. In 2012 a feasibility study identified the existing County Road Maintenance Shop located at 1709 South Ely Street in Kennewick as a potential site for a new MRWF. In 2015, the County maintenance group relocated operations to a new facility on Wiser Parkway south of I-82, west of East Badger Road. The County determined the existing Kennewick Road Maintenance Shop would be retrofitted for use as a permanent MRWF to replace the semi-annual HHW drop-off services described above.

Recently, the County received approval of the final design for the MRWF Retrofit Project from the City of Kennewick with their intent to sign the design once signatures from the all impacted utility companies were obtained. All but one signature has been obtained thus far as the Public Utility District No. 1 of Benton County (PUD) has yet to sign. The PUD agrees to sign the final design once the County ensures necessary changes are made during construction.

It is mutually understood and agreed by and between both parties that PUD will sign the final design for the Benton County MRWF Retrofit Project with the intent that the County will attach an addendum to the bid package to include the installation of a new electrical pole with 480/277 transformer to be completed during construction of the MRWF.

Fiscal Impact

None

Recommendation

The County Engineer recommends that the Board of County Commissioners authorize the Chairman to sign the MOU between Benton County and Public Utility District No. 1 of Benton County.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A MEMORANDUM OF UNDERSTANDING BETWEEN BENTON COUNTY (HEREINAFTER "COUNTY") AND PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY (HEREINAFTER "PUD") FOR THE INSTALLATION OF AN ELECTRICAL POLE AT THE MODERATE RISK WASTE FACILITY LOCATED AT 1709 S. ELY STREET, KENNEWICK, WA 99336

WHEREAS, Benton County Public Works (BCPW) maintains its former Kennewick Road Maintenance Shop which is being repurposed into a Moderate Risk Waste Facility (MRWF); and

WHEREAS, this Memorandum of Understanding (MOU) is intended to give assurance to PUD that the County will attach an addendum to the bid package to include the installation of a new electrical pole with 480/277 transformer to be completed during construction of the MRWF Retrofit Project; and

WHEREAS, the change aforementioned was not brought up during the comment period which as a result did not get incorporated into the final design; and

WHEREAS, the approval from the City of Kennewick is contingent upon the impacted utility companies signing the final design prior to the City of Kennewick signing; and

WHEREAS, all but one signature has been obtained thus far as the PUD has yet to sign the final design; and

WHEREAS, the County requires signature of approval of the final design from the City of Kennewick in order for the MRWF Retrofit Project to go out to bid; and

WHEREAS, the PUD agrees to sign the final design for the MRWF Retrofit Project with the intent that the County will attach an addendum to the bid package to include the installation of a new electrical pole with 480/277 transformer to be completed during construction of the project; and

WHEREAS, the department's Deputy Prosecuting Attorney has reviewed and approved the attached MOU as to form; **NOW, THEREFORE,**

BE IT RESOLVED, the County Engineer recommends the Board of Benton County Commissioners authorize the Chairman of the Board to sign the MOU attached hereto between Benton County and Public Utility District No. 1 of Benton County.

Dated this 29th day of June, 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

Public Works Department

PO Box 1001
Prosser, WA 99350
Phone (509) 786-5611
www.co.benton.wa.us

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), is made and entered into this 29 day of June, 2021.

BETWEEN: **BENTON COUNTY ("COUNTY")**
PO BOX 1001
PROSSER, WA 99350

AND: **PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY ("PUD")**
PO BOX 6270
KENNEWICK, WA 99336

PURPOSE AND SCOPE:

The purpose of this MOU is to clearly identity the roles and responsibilities of each party as they relate to the Benton County Moderate Risk Waste Facility (MRWF) Retrofit Project. This MOU is intended to give assurance to PUD that the County will agree to make necessary changes requested by PUD.

BACKGROUND:

The Benton County MRWF Project involves converting an existing building into an MRWF for the purpose of collecting and processing MRW from self-haul customers. The previous MRWF utilized by Benton County was lost in a fire in 2010. During the interim, the County has been providing semi-annual household hazardous waste (HHW) drop-off events for Benton County residents. In 2012 a feasibility study identified the existing County Road Maintenance Shop located at 1709 South Ely Street in Kennewick as a potential site for a new MRWF. In 2015, the County maintenance group relocated operations to a new facility on Wiser Parkway south of I-82, west of East Badger Road. The County determined the existing County Road Maintenance Shop would be retrofitted for use as a permanent MRWF to replace the semi-annual HHW drop-off services described above.

Recently, the County received approval of the final design for the MRWF Retrofit Project from the City of Kennewick with their intent to sign the design once signatures from the all impacted utility companies were obtained. All but one signature has been obtained thus far as the PUD has yet to sign. The PUD agrees to sign the final design once the County ensures necessary changes are made.

COUNTY RESPONSIBILITIES UNDER THIS MOU

The County agrees to attach an addendum to the bid package to include the installation of a new electrical pole with 480/277 transformer to be completed during construction of the MRWF. This new pole will allow for 480/277 overhead service that is required to run the facility.

PUD RESPONSIBILITIES UNDER THIS MOU

Once this MOU is agreed upon and signed by both parties, the PUD will sign the final design for the Benton County MRWF Retrofit Project. This will allow the County to obtain a signature of approval from the City of Kennewick on the final design which is required to go out to bid for the project including the installation of a new electrical pole with 480/277 transformer that has been specified by the PUD.

UNDERSTANDINGS

It is mutually understood and agreed by and between both parties that Public Utility District No. 1 of Benton County will sign the final design for the Benton County MRWF Retrofit Project with the intent that Benton County will attach an addendum to the bid package to include the installation of a new electrical pole with 480/277 transformer to be completed during construction of the MRWF.

The remainder of this page was intentionally left blank.

EXECUTION

IN WITNESS WHEREOF, the PARTIES have caused this MOU to be signed by their duly constituted legal representatives, and it is effective on June 29, 2021.

For Benton County

Jerome Delvin, Chairman
Board of County Commissioners

Date _____

For Public Utility District No. 1 of Benton County

Michelle Ochweri

Michelle Ochweri, Manager of Contracts & Purchasing

Date 06/17/2021

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Authorization to Solicit Quotes and Sign Construction Plans for the Dallas Rd / Arena Rd Traffic Safety Improvements, CE 2081 CRP.
Presenter:	N/A
Prepared By:	Ryan McClure
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

It is the intention of the Board to solicit quotes from contractors for the Dallas Rd / Arena Rd Traffic Safety Improvements project, CE 2081 CRP. 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 sheet of the Construction Plans and grant permission to proceed with the solicitation of quotes for Dallas Rd / Arena Rd Traffic Safety Improvements, CE 2081 CRP.

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 FOR DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS, CE 2081 CRP AND AUTHORIZATION TO PROCEED WITH SAID PROJECT

WHEREAS, it is the intention of Board of County Commissioners to solicit quotes from contractors for the Dallas Rd / Arena Rd Traffic Safety Improvements project, CE 2081 CRP; and

WHEREAS, a solicitation for quotes was prepared by Benton County Public Works Department staff and submitted to the departmental assigned Deputy Prosecuting Attorney from the Civil Division of the Benton County Prosecuting Attorney's office for review and was approved as to form; **NOW THEREFORE,**

BE IT RESOLVED the Plans for the Dallas Rd / Arena Rd Traffic Safety Improvements, CE 2081 CRP, 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 solicitation of quotes for Dallas Rd / Arena Rd Traffic Safety Improvements, CE 2081 CRP.

Dated this 29th day of June, 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Road Dept. R. McClure

CONTRACT PROVISIONS AND PLANS

For Construction of:

Dallas Rd / Arena Rd Traffic Safety Improvements

CE 2081 CRP

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 20-36

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY

CALL FOR BIDS

Quotes for C.E. 2081 – Dallas Rd / Arena Rd Traffic Safety Improvements – shall be emailed in pdf format to publicworks@co.benton.wa.us until **11:00 a.m., Local Time, Friday, July 16, 2021. NO QUOTES WILL BE ACCEPTED AFTER THAT DATE AND TIME**. Quotes will be evaluated when they are received by Benton County. Quotes shall include all documents, fully completed, that are included in the section titled "PROPOSAL FOR BIDDING PURPOSES".

All bid proposals shall be accompanied by a bid proposal deposit in a 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 of County Commissioners 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.

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."

Benton County

Dallas Rd / Arena Rd Traffic Safety Improvements

Benton County is requesting bids from companies interested in constructing a commercial driveway in Benton County.

INSTRUCTIONS TO BIDDERS

1. These instructions to bidders are a part of the contract.

2. The County must be notified of any revisions the bidder suggests be made to the scope of work specifications. All requests for changes must be submitted in writing.

3. Bids will be considered final at the time and date stated for opening bids. The County will not accept any changes for any reason, to include bidding errors.

4. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.

5. Bidders shall complete all items on the Bid Proposal. Incomplete Proposals will not be accepted

6. The successful bidder shall protect, defend, indemnify and hold the County, its agents, employees, officials and officers harmless from any damages, costs, or liability for any injuries to persons or property arising from acts or omissions of the bidder, bidder's employees, agents or subcontractors, howsoever caused.

7. The bid shall be emailed in pdf format to publicworks@co.benton.wa.us. Bids must be received prior to 11:00 AM on Friday, July 16th, 2021. Bids received after that time and date will not be considered.

8. Benton County reserves the right to accept or reject any or all bids submitted. The County reserves the right to waive any irregularity in the bids to accept in whole or in part such bid or bids as may be deemed in the best interest of the County.

9. The venue and jurisdiction of any actions of claim for or against the bidder or the Benton County Public Works shall be in Benton County and in the District Court or Superior Courts thereof according to the jurisdictional amount.

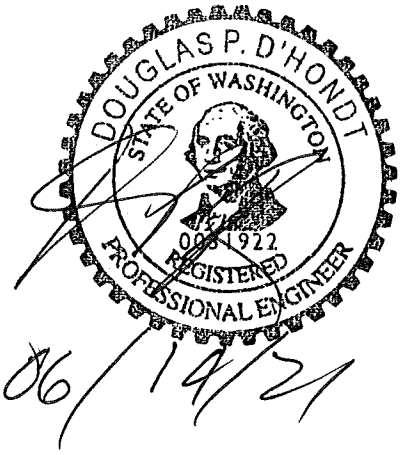
10. Any additional information concerning this Bid Call can be obtained by calling Ryan McClure, at (509) 786-5611 or by email to publicworks@co.benton.wa.us.

CERTIFICATIONS

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS
CE 2081 CRP
Bid No. CB 20-36

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.



6/14/21

APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of CE 2081 CRP – Dallas Rd / Arena Rd Traffic Safety Improvements has been reviewed and approved as to form:

Deputy Prosecuting Attorney

6/14/21
Date

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SPECIAL PROVISIONS

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS
BENTON COUNTY, WASHINGTON

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)
(March 12, 2014 Benton County GSP)
(******) Project Specific Special Provision

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 consists of the removal of an existing driveway approach and construction of a new one at a safer location on Dallas Road by removing existing structures, excavation, embankment, placement of crushed surfacing top course, paving with Commercial HMA, installation of gravity block walls, light pole and base installation, PTZ surveillance camera installation, fence installation and other items of work. All work shall be in accordance with the attached Contract Plans, these Contract Provisions, the Standard Specifications, and Standard Plans.

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
(January 24, 2011 APWA GSP)
Delete this Section and replace it with the following:

1-02.1, Qualifications of Bidder

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")	***1***	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:

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.
(January 4, 2016 APWA GSP)

1-02.6(1) Recycled Materials Proposal

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 to read:

(******)
Cash will not be accepted for a proposal bond (Surety bond).

Supplement this section with the following:

(******)
Bidders wishing to submit a bid deposit in bond form must 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 manufacturer 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 the award date stated above, 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).

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

1-05.4, Conformity With and Deviations from Plans and Stakes

(March 31, 2021 Benton County GSP)

Supplement this section with the following:

The Contractor shall be responsible for all calculations, surveying, installation of control points, and measuring required for setting, maintaining and resetting equipment and materials necessary for the construction of the project.

All costs for providing site layout and surveying shall be considered incidental to other items of Work in the Contract.

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 *(October 1, 2005 APWA GSP)*

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

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.

1-05.12 Final Acceptance
Add the following new section:

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

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</u>

correspondence will not constitute such notice and will not comply with the requirements of the Contract.

(October 1, 2005 APWA GSP)
Add the following new section:

1-05.16 Water and Power

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.

(March 12, 2014 Benton County GSP)
Supplement this section with the following:

Dust Control

The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the Benton County Clean Air Authority. The Contractor is required to have a designated person, responsible for dust control, on the project site at all times during construction hours. In addition, one person shall be available during non-working hours and shall have equipment and manpower available to control dust. Any problems caused by dust from the construction site will be cause for immediate shutdown of all operations except dust control.

1-07.2 State Taxes

(June 27, 2011 APWA GSP)
Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

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).

1-07.7 Load Limits

(November 13, 2017 Benton County GSP)
Supplement this section with the following:

Whenever the Contractor obtains materials from a source other than that provided by the Contracting Agency, or provides a source for materials not designated to come from a source provided by the Contracting Agency and the location of the source necessitates hauling over roads other than Benton County Roads, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT GSP)
Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

*** Benton REA ***
402 7th St.
Prosser, WA. 99350
Office: 509-786-2913

*** Charter Communications***
1102 N. Columbia Center Blvd.
Kennewick, WA. 99336
Office: 509-295-8715

*** Kennewick Irrigation District ***
2015 S. Ely Street
Kennewick, WA 99337
Office: 509-586-9111

*** Frontier Communications***
4916 W. Clearwater Avenue
Kennewick, WA. 99336
Office: 509-736-3720

*** Richland Public Works Dept. ***
625 Swift Blvd.
Richland, WA. 99352
Office: 509-942-7500

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 <u>not</u> 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 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

(May 25, 2006 APWA GSP)
Add the following new section:

1-08.0 Preliminary Matters

(OCTOBER 10, 2008 APWA GSP)
Add the following new section:

1-08.0(1) Preconstruction Conference

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.

(December 8, 2014 APWA GSP)
Add the following new section:

1-08.0(2) Hours of Work

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 ****3 working days**** 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 day that is not worked during 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

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify…".

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 ** 2 ** 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 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

(March 13, 1995 WSDOT GSP)
Supplement this section with the following:

This project shall be physically completed within ** **45** ** working days.

1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

LD=0.15C/T

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

SECTION 1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment

(July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

1-09.2(5) Measurement

(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.9 Payments

Supplement this section with the following:

(March 13, 2012 APWA GSP)

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than $20,000.

Delete the first four paragraphs and replace them with the following:

(March 13, 2012 APWA GSP)

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(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.

SECTION 1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 (2) Description
(January 8, 2016 WSDOT GSP)
Supplement this section with the following:

Traffic control plans shall be submitted to the Engineer for review a minimum of three (3) working days prior to the setup of any traffic control devices. The Contractor shall be required to erect, maintain and take down the traffic control devices. Traffic shall be open in both directions on a minimum of one travel lane at all times. All traffic control devices remaining in place during evening hours must be lighted.

1-10.2 Traffic Control Management

1-10.2(1) General
Supplement this section with the following:

(January 3, 2017 WSDOT GSP)
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

1-10.4 Measurement

1-10.4(1) Reinstating Unit Items With Lump Sum Traffic Control
Supplement this section with the following:

(August 2, 2004, WSDOT GSP)
The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 2
EARTHWORK

SECTION 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

(******)
Supplement this section with the following:

This work shall include the removal and disposal of pavement, culvert pipe, extruded curb and guide posts, concrete bollards, fencing and other items indicated on the construction plans and as required to complete the work. The work shall also include approximately 120 linear feet of saw cut.

This work shall also include the removal and salvaging of traffic signs. Also included are the removal and salvaging of drive through and man gates and all components, keypad gate controller, and mailbox where shown on the plans or as directed by the Engineer.

SECTION 2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.4 Measurement

(******)

Supplement this section with the following:

All Common Borrow Incl. Haul and Embankment Compaction will be measured by neat line plan quantity.

24 hour notification shall be given to the County's Project Manager prior to hauling of embankment materials.

2-03.5 Payment

(******)

Supplement this section with the following:

Payment shall be made for the following bid items.

"Common Borrow Incl. Haul", per ton.
"Embankment Compaction", per ton.

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 TREATMENTS 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 planing plan must be approved by the Engineer and a pre planing 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.

(******)

Supplement this section with the following:

24 hour notification shall be given to the County's Project Manager prior to hauling of Hot Mix Asphalt.

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.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

SECTION 8-05 VACANT

(******)
Revise the title of this section to read:

SECTION 8-05 CONSTRUCTION INSPECTION, QUALITY CONTROL AND QUALITY ASSURANCE

SECTION 8-05 CONSTRUCTION INSPECTION, QUALITY CONTROL AND QUALITY ASSURANCE

(******)
Supplement this section with the following:

8-05.1 Description

The Contractor shall provide an Engineer of Record (EOR), licensed and registered in the State of Washington to provide construction phase services during the construction period of the project.

8-05.3 Construction Requirements
Supplement this section with the following:

(******)
The EOR's responsibilities shall include but are not limited to:

- Construction Inspection

Provide daily documentation using the most recent version of WSDOT's Inspector's Daily Report form to document all work. Maintain a digital photo log of construction activities. Identify any construction or design issues and report them to the County's Project Manager.

- Materials Testing

All materials testing shall be performed to verify compliance with these Contract documents and the 2021 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

- Substantial Completion

After notification from the Contractor that the project has reached substantial completion, the EOR shall visit the project to determine if the work is substantially complete. If the work is substantially complete, the County's Project Manager shall be notified by the EOR and will issue the Contractor a Notice of Substantial Completion. If the work is not substantially complete, the EOR shall provide an itemized punch list to the Contractor and County's Project Manager that must be completed prior to issuing Substantial Completion.

- Physical Completion

Upon receipt of a Physical Completion Request from the Contractor, the EOR shall schedule a final site visit to the project to determine if the completed work of the Contractor is acceptable. Upon acceptance, the EOR shall certify in writing to the County Engineer that the work was completed in accordance with the Contract Plans and Documents and Notice of Physical Completion can be granted to the Contractor by the County.
This document shall include all pertinent information. The final report shall be signed and sealed by the EOR.

8-05.4 Measurement
(******)
Supplement this section with the following:

"Construction Inspection, Quality Control and Quality Assurance" will be measured by Lump Sum.

8-05.5 Payment
(******)
Supplement this section with the following:

"Construction Inspection, Quality Control and Quality Assurance," per Lump Sum.

SECTION 8-12 CHAIN LINK FENCE AND WIRE FENCE

8-12.1 Description
Supplement this section with the following:

(******)
This work shall consist of furnishing and installing a Type 3 chain link fence with a top rail, 3 strand 45 degree arms and 3 strands of barbed wire where shown on the Plans or as directed by the Engineer in accordance with these specifications and in conformity to the lines and grades staked. Fencing shall match the existing fencing on site.

8-12.2 Materials
Supplement this section with the following:

(******)
Top rails shall conform to the requirements of AASHTO M 181, Type I (zinc-coated steel), Grade 1 or 2, and shall include all round and roll-formed material.

8-12.3 Construction Requirements
Supplement this section with the following:

(******)
All posts shall be fitted with an approved top cap designed to fit securely over the post and support the top rail. Top caps shall match those on existing fencing.

Attach the chain link fabric after the wires have been properly tensioned and the top rail has been installed.

Top rails shall pass through the tops of the line posts, forming a continuous brace from end to end of each stretch of fence. Lengths of tubular top rail shall be joined by sleeve couplings. Top rails shall be securely fastened to terminal posts by pressed steel fittings or other appropriate means.

8-12.5 Payment
Supplement this section with the following:

(******)
Payment shall be made for the following items.

"Chain Link Fence Type 3", per linear foot.

The unit contract price per linear foot for "Chain Link Fence Type 3" shall be full pay for all costs in furnishing and installing Type 3 chain link fence, top rail, 3 strand 45 degree arms and 3 strands of barbed wire.

SECTION 8-19 VACANT

(******)
Revise the title of this section to read:

SECTION 8-19 DRIVE THROUGH ELECTRIC GATE AND MAN GATE

SECTION 8-19 DRIVE THROUGH ELECTRIC GATE AND MAN GATE

(******)
Supplement this section with the following:

8-19.1 Description

This work shall consist of installing salvaged drive through electric gate, all components and keypad gate controller. This work shall also include installation of salvaged man gate and all components.

8-19.3 Construction Requirements

8-19.3(1) General

Power service line shall be installed in conduit underground where shown on the plans or as directed by the Engineer; no overhead power will be permitted.

Gates, keypad gate controller and all components shall be relocated to their proposed location where shown on the plans and installed.

Provided power shall be connected to the keypad gate controller and drive through electric gate and tested to ensure proper functionality.

Installation and materials shall be in accordance with the requirements of the Washington State Department of Labor and Industries, the Standard Specifications, and the Contract Plans.

The Contractor shall be responsible to make all arrangements for inspections and approval by all permitting agencies.

Upon issuance of substantial completion and prior to Physical Completion being granted, the owner shall be provided an operational testing period of fourteen (14) calendar days. During that period the contractor shall be required to make all repairs, adjustments and changes to programing required to correct defects in operation discovered by the owner and ensure the gates and controller are functioning properly. After conclusion of the operational testing period Contractors responsibility for function of the system shall be limited to the conditions of the 1 year warranty provided in Section (1-07.12(1) ONE YEAR GUARANTEE PERIOD).

8-19.4 Measurement

"Drive Through Electric Gate and Man Gate" will be measured by Lump Sum.

8-19.5 Payment

"Drive Through Electric Gate and Man Gate," per Lump Sum.

SECTION 8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL

8-20.1 Description

(******)

Supplement this section with the following:

This work shall consist of furnishing and installing junction boxes, wiring, light poles on concrete bases, luminaries and a PTZ surveillance camera where shown on the contract plans or as directed by the Engineer.

8-20.2 Materials
(******)
Supplement this section with the following:

PTZ Surveillance Camera shall be a Q-See, model number QD543612 or Engineer approved equivalent.

8-20.3 Construction Requirements

8-20.3(1) General
(******)
Supplement this section with the following:

All power service lines shall be installed in conduits underground where shown on the plans or as directed by the Engineer; no overhead drops will be permitted.

PTZ Surveillance Camera shall be furnished, wired and installed as detailed in the plans and as per manufacturer's instructions. The camera shall also be connected to the existing surveillance system and provide full coverage of the gate area.

Installation and materials shall be in accordance with the requirements of the Washington State Department of Labor and Industries, the Standard Specifications, and the Contract Plans.

The Contractor shall be responsible to make all arrangements for inspections and approval by all permitting agencies.

Upon issuance of substantial completion and prior to Physical Completion being granted, the owner shall be provided an operational testing period of fourteen (14) calendar days. During that period the contractor shall be required to make all repairs, adjustments and changes to programing required to correct defects in operation discovered by the owner and ensure the PTZ Surveillance Camera is functioning properly. After conclusion of the operational testing period Contractors responsibility for function of the system shall be limited to the conditions of the 1 year warranty provided in Section (1-07.12(1) ONE YEAR GUARANTEE PERIOD).

8-20.4 Measurement
(******)
Supplement this section with the following:

"PTZ Surveillance Camera" will be measured per each PTZ Surveillance Camera installed.

8-20.5 Payment
(******)
Supplement this section with the following:

Payment will be made for the following Bid Items included in the Proposal.

"PTZ Surveillance Camera", per Each.
The unit contract price per each for "PTZ Surveillance Camera" shall be full compensation to furnish, wire and install the PTZ Surveillance Camera and connect it to the existing surveillance system.

SECTION 8-24 ROAD AND GRAVITY BLOCK WALL AND GABION CRIBBING

8-24.2 Materials
Supplement this section with the following:

(******)
Gravity Block Wall shall be manufactured by Ultrablock with the Quarrystone Face concrete blocks or an Engineer approved equal.

8-24.3 Construction Requirements
Supplement this section with the following:

(******)
Gravity Block Walls shall be installed in accordance with the manufacturer's specifications.

APPENDICES
(January 2, 2012 WSDOT GSP)

The following appendices are attached and made a part of this contract:

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APPENDIX A:
Wage Rates – Washington State

APPENDIX B:
Benton County, City of Richland & WSDOT Project Specific Standard Plans

(September 30, 2020)

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

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-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-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-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-30.35-00.....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-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

A-30.30-01.....6/16/11
A-40.50-02.....12/23/14

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-20.10-06.....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-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-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-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-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-2.80-00.....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-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

D-2.66-00.....11/10/05
D-2.68-00.....11/10/05
D-3.17-02……5/9/16
D-4.....12/11/98

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-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-28.40-02.....6/11/14
J-28.42-01.....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-60.13-00…....6/16/10
J-60.14-01……7/31/19
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

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-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

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-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-11.10-03.....8/7/19
M-12.10-02……9/25/20
M-15.10-01.....2/6/07
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-40.20-00...10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07
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:

Dallas Rd / Arena Rd Traffic Safety Improvements

CE 2081 CRP

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 20-36

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 effective date to use is July 16, 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 or at the Public Services Building, 102206 Wiser Parkway, Kennewick, 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

STANDARD PLANS

APPENDIX B:

BENTON COUNTY:
R-3

WSDOT:
H-60.20-01, H-70.10-01, L-20.10-03

CITY OF RICHLAND:
SL–2 – SL-6, MS-STRTLT (Material Specification)

For Construction of:

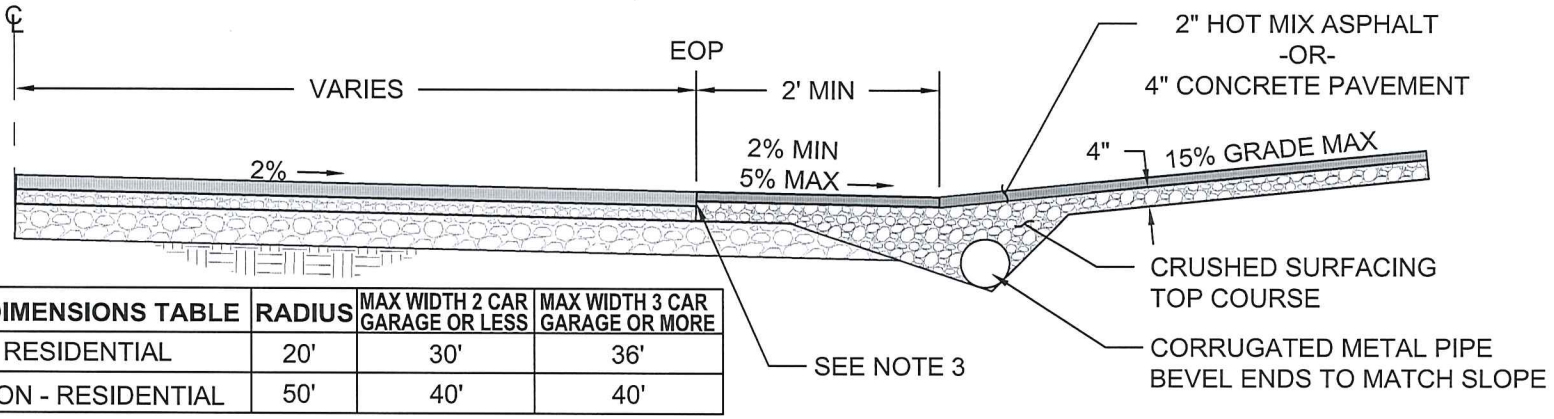
Dallas Rd / Arena Rd Traffic Safety Improvements

CE 2081 CRP

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 20-36



DIMENSIONS TABLE	RADIUS	MAX WIDTH 2 CAR GARAGE OR LESS	MAX WIDTH 3 CAR GARAGE OR MORE
RESIDENTIAL	20'	30'	36'
NON - RESIDENTIAL	50'	40'	40'

NOTES:

1) DITCH BOTTOMS TO HAVE BALLAST COMP. IN PLACE, 3" MIN. DEPTH IF ROAD GRADE IS 5% OR STEEPER.

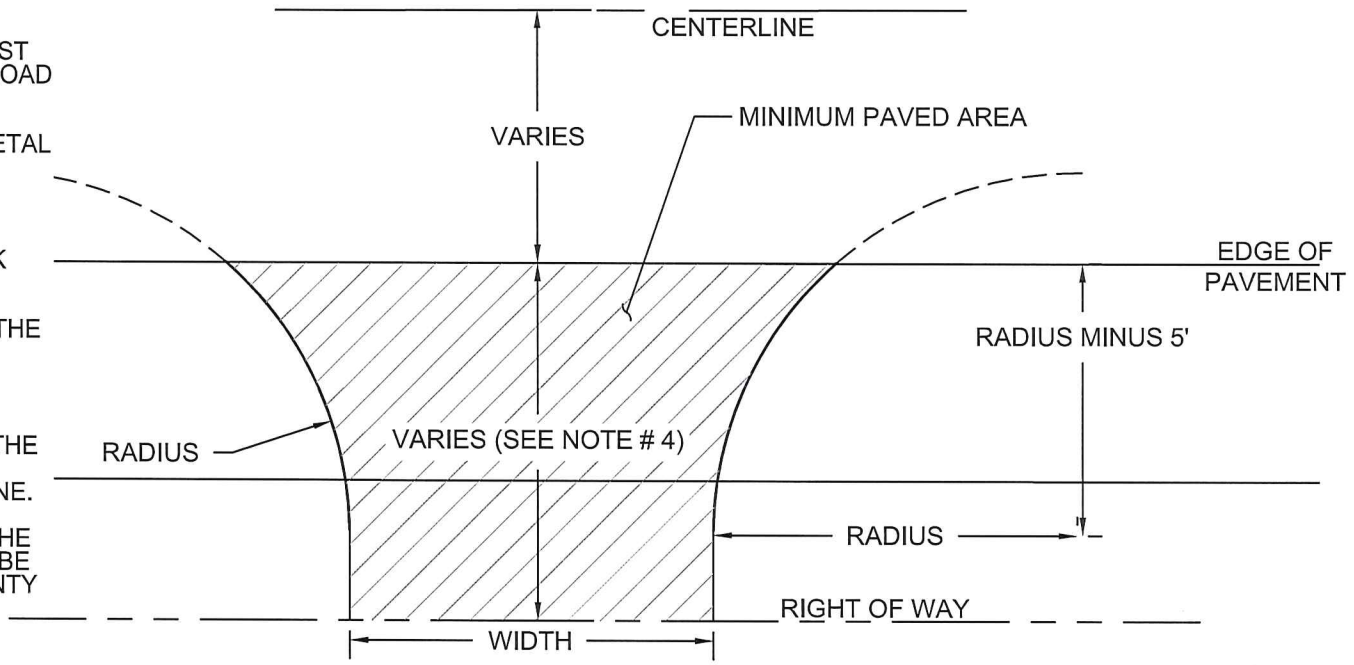
2) THE NEED FOR CORRUGATED METAL PIPE, SIZE, & LOCATION TO BE DETERMINED BY THE COUNTY ENGINEER.

3) NEAT VERTICAL SAW CUT & TACK EDGES OF EXISTING PAVEMENT.

4) APPROACH SHALL BE PAVED TO THE RIGHT OF WAY LINE OR 30' FROM CENTERLINE. WHICHEVER IS LESS.

5) CONCRETE ONLY ALLOWED FOR RESIDENTIAL APPROACHES WHEN THE PAVED WIDTH IS A LEAST 12 FEET WHEN MEASURED FROM CENTERLINE.

6) DEPENDING ON THE SITUATION THE DIMENSIONS SHOWN HEREON MAY BE VARIED AS REQUIRED BY THE COUNTY ENGINEER.



BENTON COUNTY
ROAD DEPARTMENT

COUNTY ROAD APPROACH

APPROVED BY:

Matthew

COUNTY ENGINEER

4/25/17

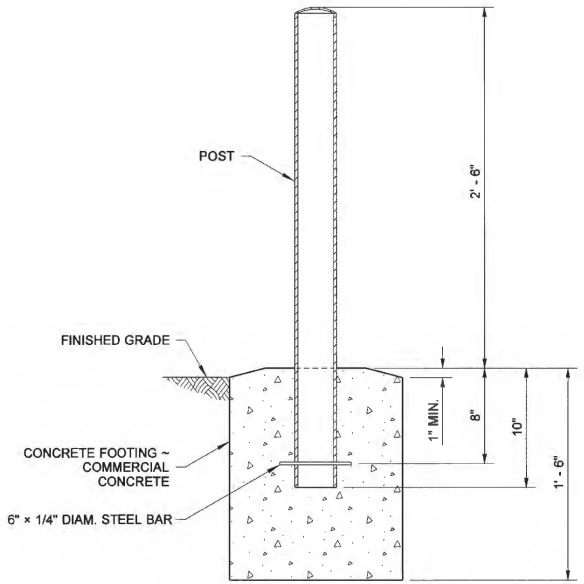
DATE

STANDARD PLAN

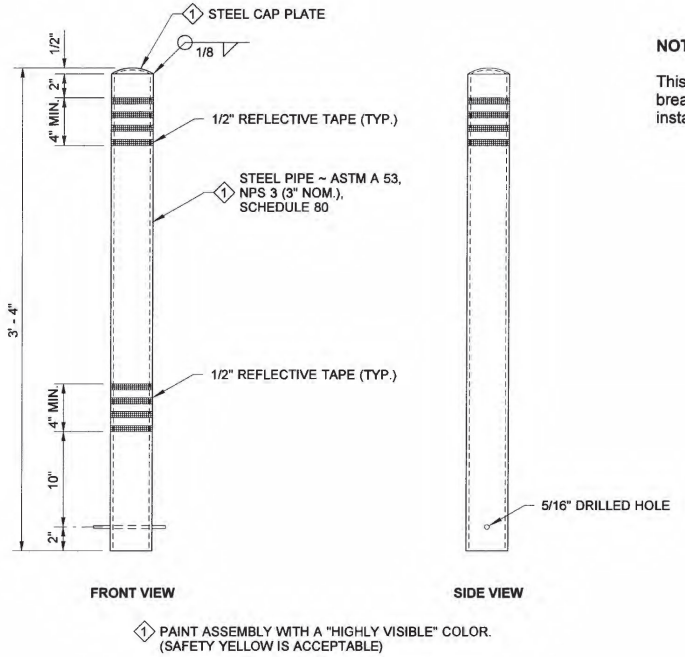
R-3

SHEET 1 OF 1

DRAWN BY: BILL BERENS



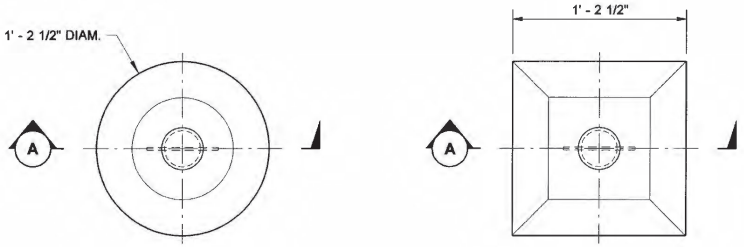
SECTION (A)



POST

NOTE

This bollard does not have an effective breakaway design feature and cannot be installed within the Design Clear Zone.



ROUND FOOTING

SQUARE FOOTING

PLAN VIEW



EXPIRES JUNE 19, 2010

BOLLARD TYPE 2

STANDARD PLAN H-60.20-01

SHEET 1 OF 1 SHEET

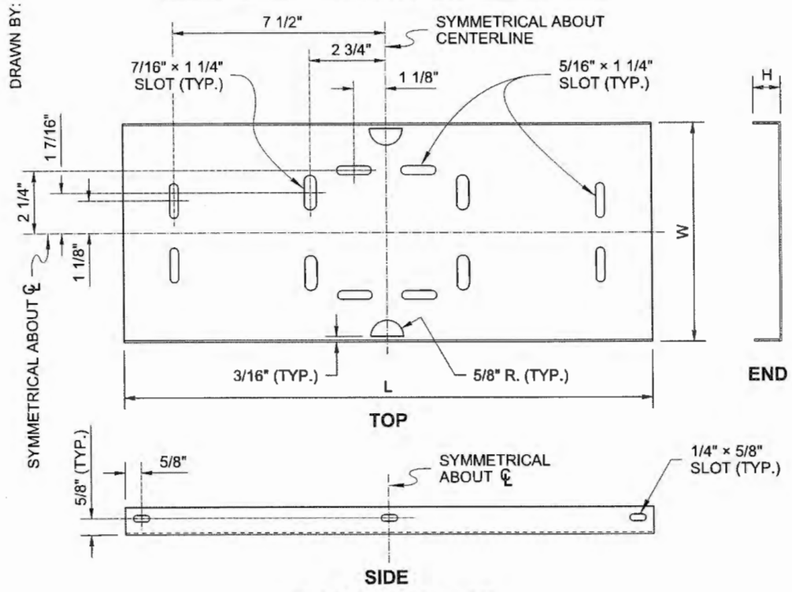
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER — DATE 7/3/08

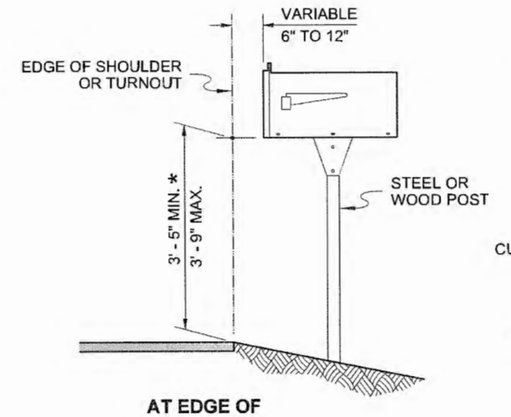
Washington State Department of Transportation

DRAWN BY: MARK SUJKA

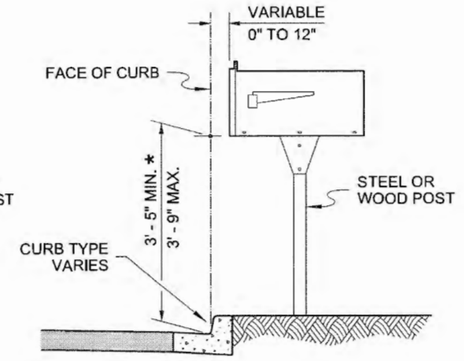
MAILBOX & PLATFORM DIMENSIONS						
SIZE	MAILBOX DIMENSIONS			PLATFORM DIMENSIONS		
	L	W	H	L	W	H
1	19"	6 1/2"	8 1/2"	17"	6"	1"
1A	21"	8"	10 1/2"	19"	7 1/2"	1"
2	24"	11 1/2"	13 1/2"	21"	11"	1"



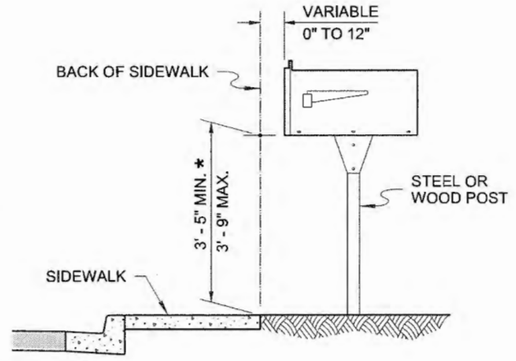
PLATFORM DETAIL



AT EDGE OF SHOULDER



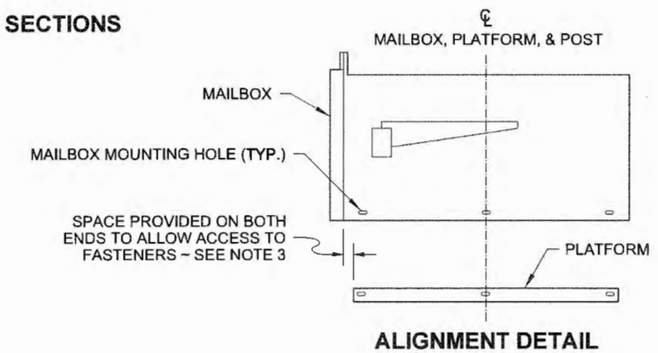
BEHIND CURB



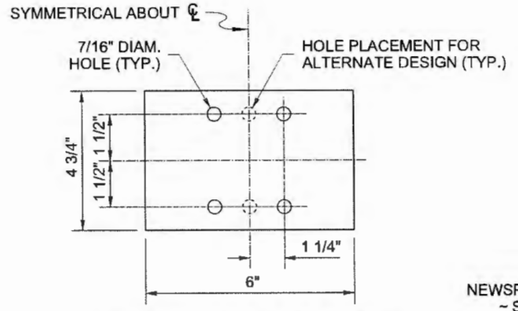
BEHIND SIDEWALK

* UNLESS OTHERWISE SHOWN IN THE PLANS

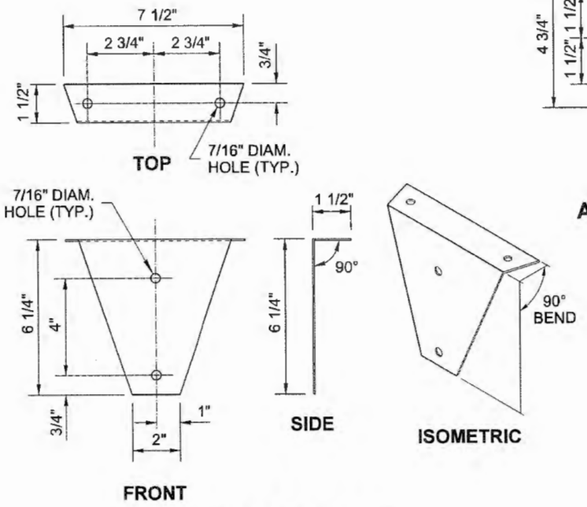
MAILBOX PLACEMENT SECTIONS



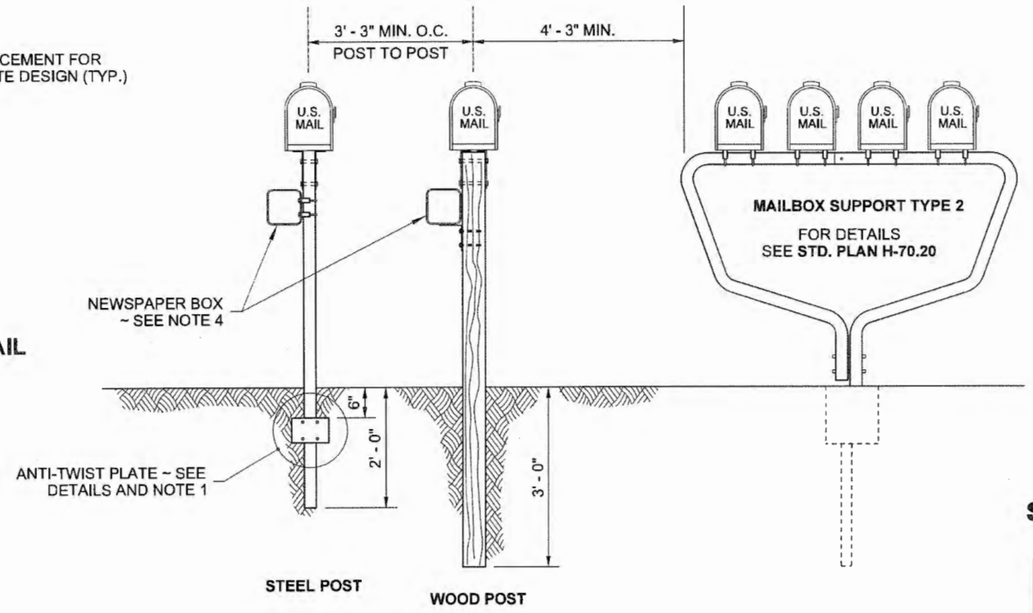
ALIGNMENT DETAIL



ANTI-TWIST PLATE DETAIL



BRACKET DETAIL



POST PLACEMENT DETAIL

BAKOTICH, PASCO III
STATE OF WASHINGTON
24557
REGISTERED
PROFESSIONAL ENGINEER
2/7/12

MAILBOX SUPPORT TYPE 1

STANDARD PLAN H-70.10-01

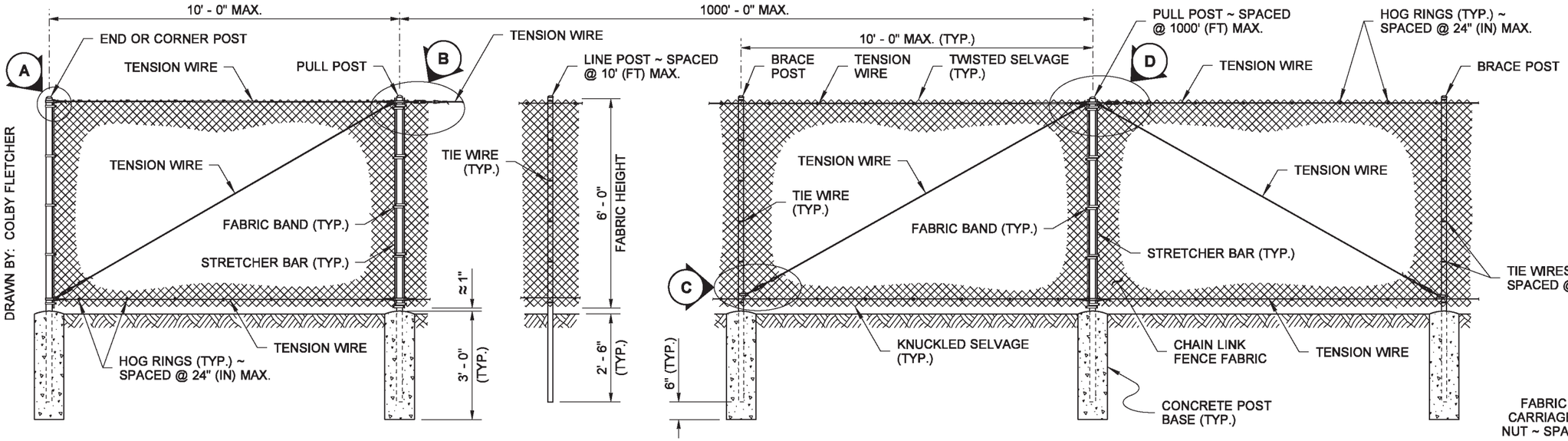
SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

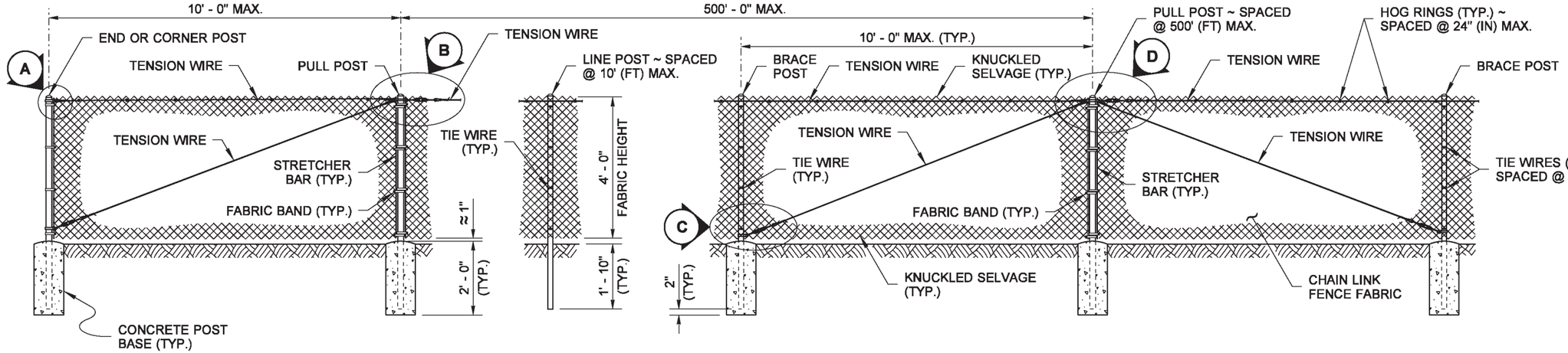
STATE DESIGN ENGINEER — DATE 2/7/12

Washington State Department of Transportation

DRAWN BY: COLBY FLETCHER

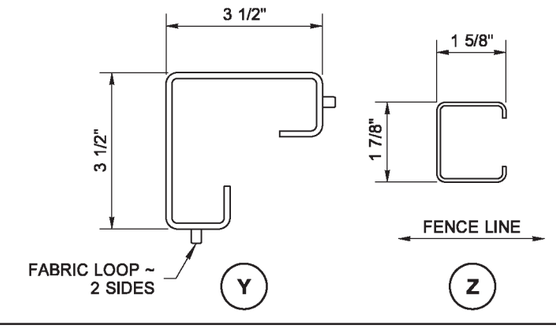


TYPE 3



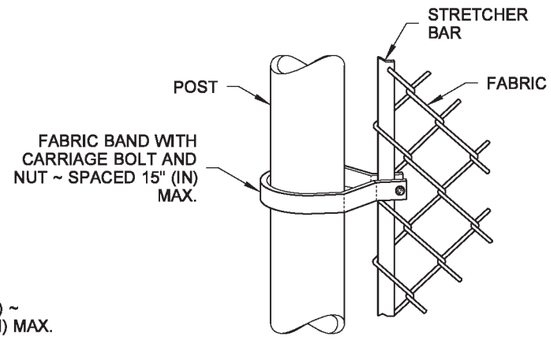
TYPE 4

POST AND RAIL SPECIFICATIONS			
POST	PIPE	ROLL FORMED	
	NOM. SIZE (SCH. 40) I.D.	SECTION	WEIGHT (lb/ft)
END, CORNER, OR PULL POST	2 1/2" DIAM.	Y	5.10
LINE OR BRACE POST	2" DIAM.	Z	1.85



NOTES

1. All concrete post bases shall be 10" (in) minimum diameter.
2. Along the top and bottom, using Hog Rings, fasten the Chain Link Fence Fabric to the Tension Wire within the limits of the first full fabric weave.
3. Details are illustrative and shall not limit hardware design or post selection of any particular fence type.
4. Fencing shall be used for security and boundary delineation only.



METHOD OF FASTENING STRETCHER BAR TO POST

EDWARD PATRICK BARRY
STATE OF WASHINGTON
34363
REGISTERED
PROFESSIONAL ENGINEER

Barry, Ed
Jul 14 2015 11:14 AM

CHAIN LINK FENCE TYPES 3 AND 4

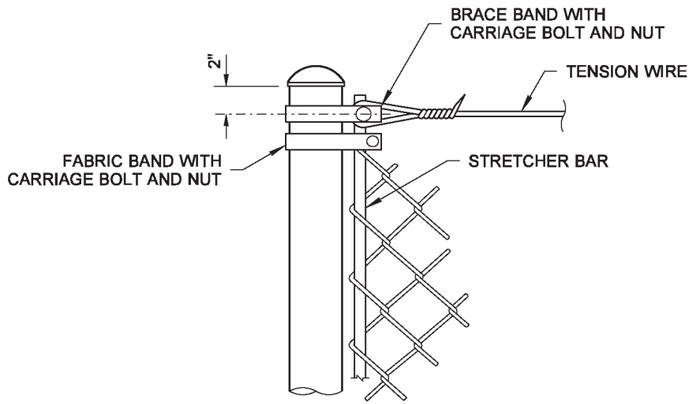
STANDARD PLAN L-20.10-03

SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION
Carpenter, Jeff
Jul 14 2015 11:24 AM
STATE DESIGN ENGINEER

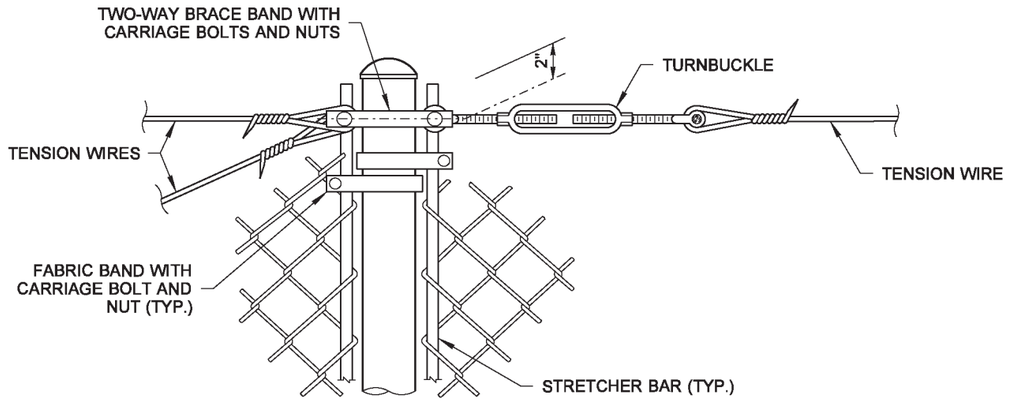
Washington State Department of Transportation

DRAWN BY: COLBY FLETCHER



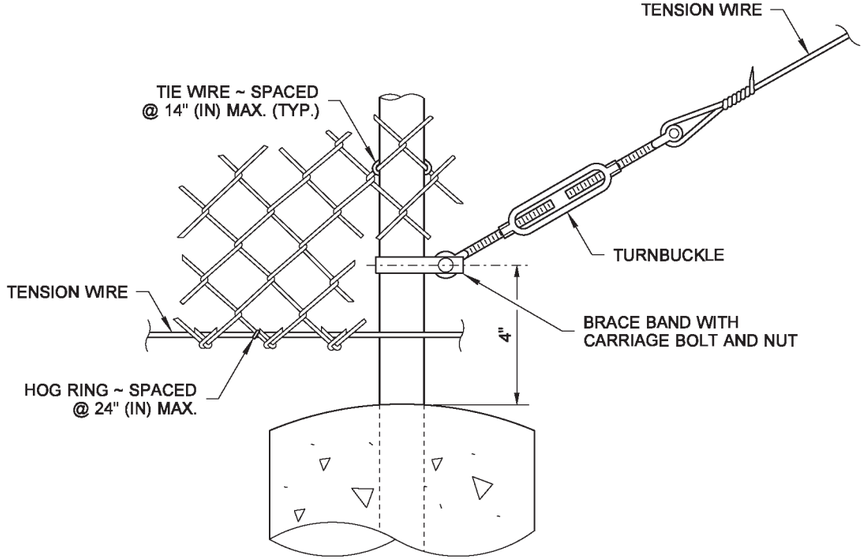
END OR CORNER POST

DETAIL (A)



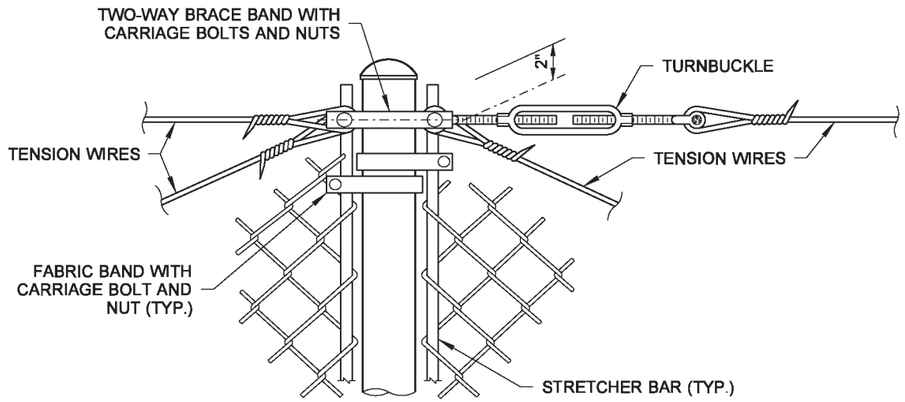
PULL POST (AT END OR CORNER)

DETAIL (B)



BRACE POST

DETAIL (C)



PULL POST (WITHIN RUN)

DETAIL (D)

EDWARD PATRICK BARRY
STATE OF WASHINGTON
34363
REGISTERED
PROFESSIONAL ENGINEER

Barry, Ed
Jul 14 2015 11:14 AM
CoSign

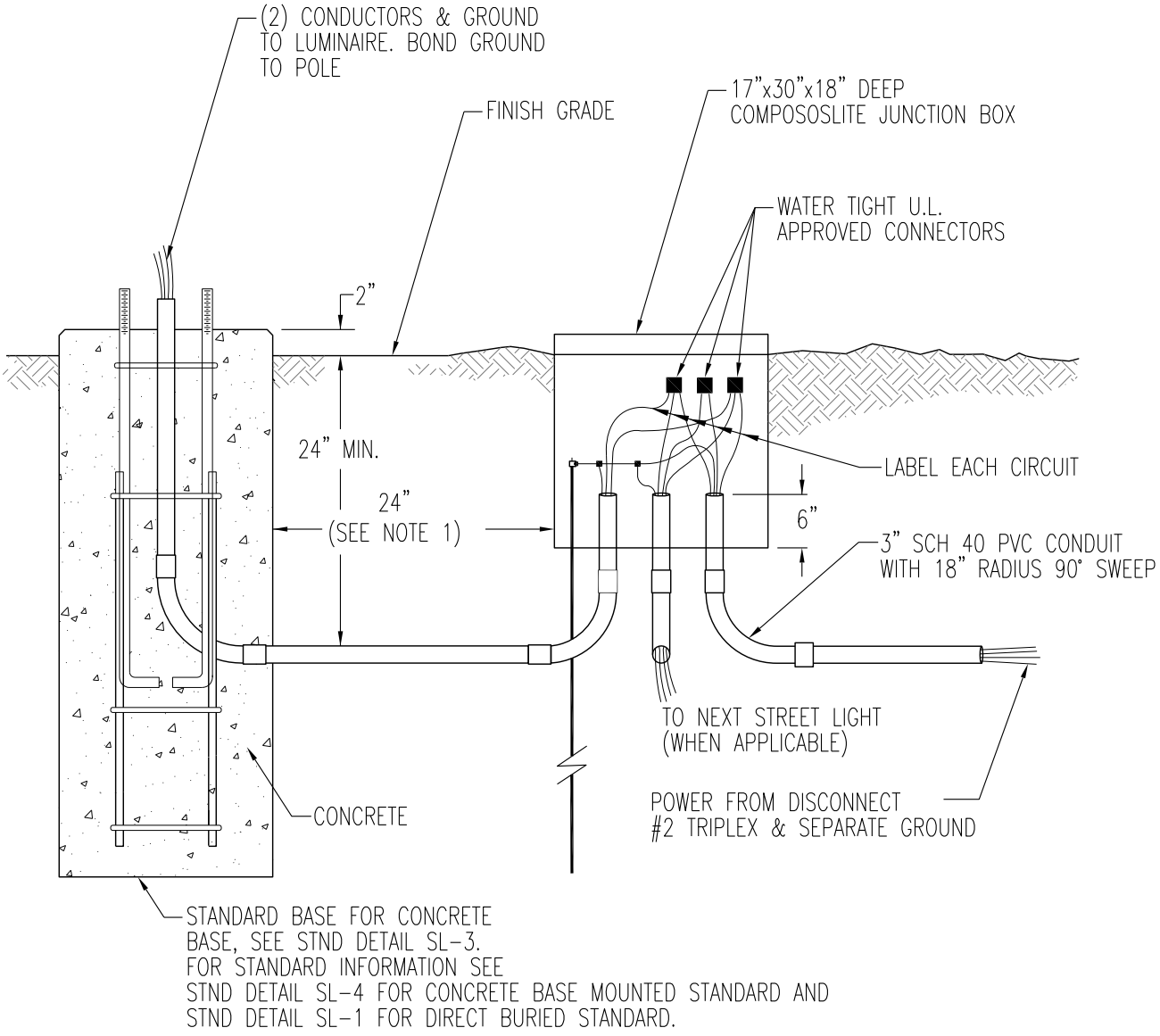
CHAIN LINK FENCE TYPES 3 AND 4

STANDARD PLAN L-20.10-03

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION
Carpenter, Jeff
Jul 14 2015 11:25 AM
STATE DESIGN ENGINEER
CoSign

Washington State Department of Transportation



NOTES:

1. SET JUNCTION BOX IN THE PROPER LOCATION SUCH THAT IT IS AS LITTLE OVER 24" FROM STREET LIGHT FOUNDATION AS POSSIBLE. SOIL UNDER BOX SHALL BE RESTORED TO 95% COMPACTION. SET BOX AT AN ELEVATION SUCH THAT THE TOP OF THE BOX COVER IS APPROXIMATELY 2" ABOVE FINISHED GRADE UNLESS BOX IS TO BE SURROUNDED BY ASPHALT OR CONCRETE. SET BOX LEVEL WITH AND PARALLEL TO STREET.

2. SWEEP CONDUIT UP INTO JUNCTION BOX A MINIMUM OF 6". INSTALL BELL ENDS OR BUSHINGS ON ALL EXPOSED CONDUIT ENDS IN JUNCTION BOX.

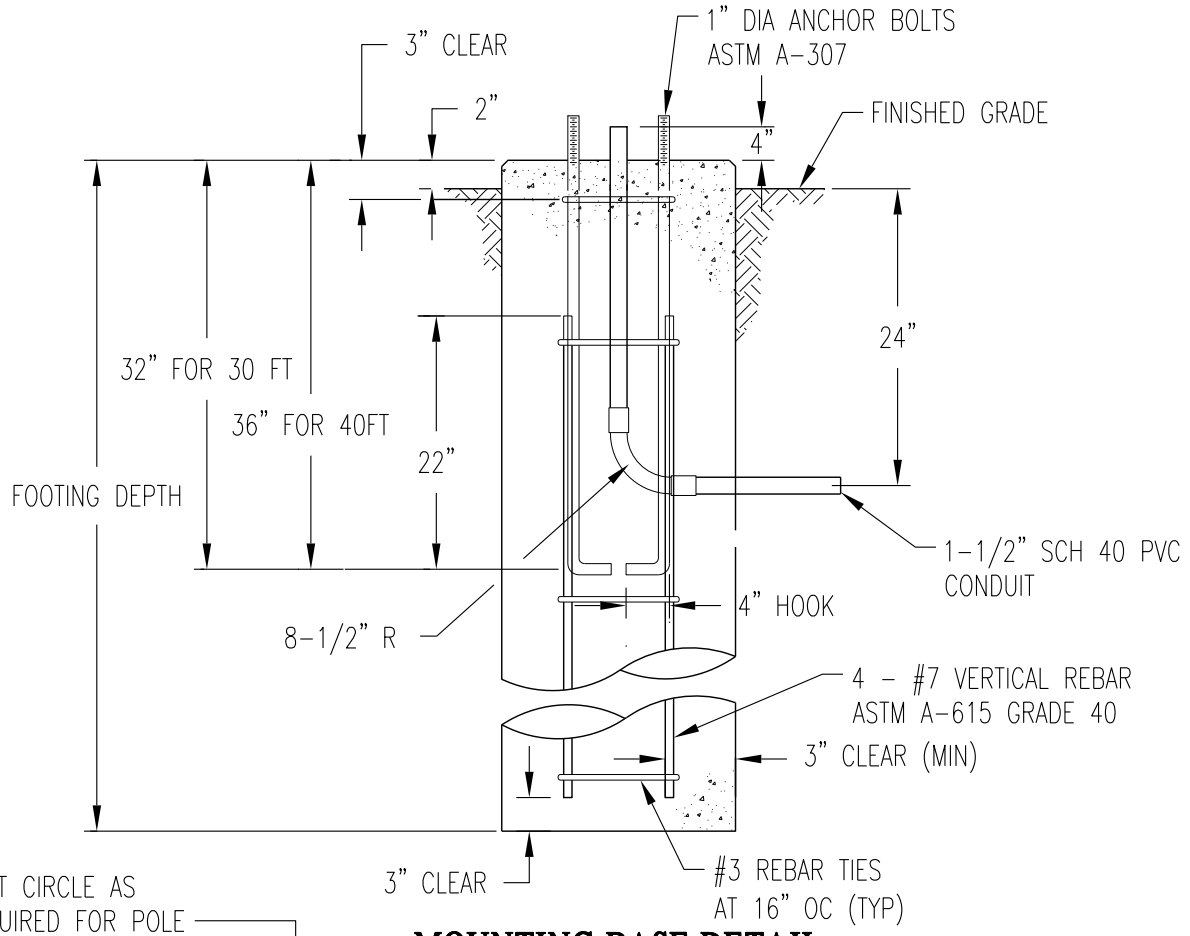
3. ALLOW SUFFICIENT SLACK IN CONDUCTORS SUCH THAT SPLICES MAY BE REMOVED A MINIMUM OF 36" FROM SPLICE BOX.

4. JUNCTION BOXES SHALL BE COMPOSOLITE AS MANUFACTURED BY QUAZITE CORPORATION OR APPROVED EQUAL. BOXES SHALL BE CONCRETE GRAY COLOR IN APPEARANCE. COVER SHALL UTILIZE A PENTA-HEAD BOLD TO SECURE IT TO BOX. THE COVER SHALL HAVE THE LOGO "ELECTRICAL" PERMANENTLY MARKED ON IT.

Richland Washington

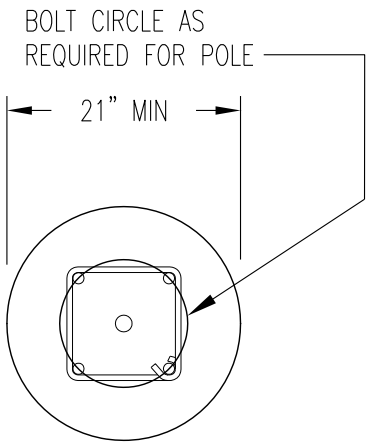
STREET LIGHTING JUNCTION BOX & MOUNTING BASE

PUBLIC WORKS ENGINEERING	
APPR. BY: PKR	DATE: 11.15
DRAWN BY: LD	DWG: SL-2
CAD FILE: 2015_SL2_11_2015	



MOUNTING BASE DETAIL

NOTE:
CONCRETE STRENGTH = 4000 PSI CONCRETE CLASS 4000P.
CONCRETE STRENGTH = 2400 PSI PRIOR TO SETTING POLE.



MOUNTING BASE TOP VIEW

POLE LENGTH (FEET)	MINIMUM FOOTING DEPTH IN FEET SEE SOIL TABLE		
	A	B	C
30	5'0"	6'6"	8'0"
40	5'6"	7'0"	8'6"

SOIL TYPE	CLASS OF MATERIAL (UNIFORM BUILDING CODE)
A	GOOD-COMPACT WELL-GRADED SAND AND GRAVEL. HARD CLAY WELL-GRADED FINE AND COARSE SAND (ALL DRAINED SO WATER WILL NOT STAND)
B	AVERAGE-COMPACT FINE SAND MEDIUM CLAY COMPACT SANDY LOAM LOOSE COARSE SAND AND GRAVEL (ALL DRAINED SO WATER WILL NOT STAND.)
C	POOR-SOFT CLAY CLAY LOAM POORLY COMPACTED SAND CLAYS CONTAINING LARGE AMOUNTS OF SILT (WATER STANDS DURING WET SEASON)

NOTE:

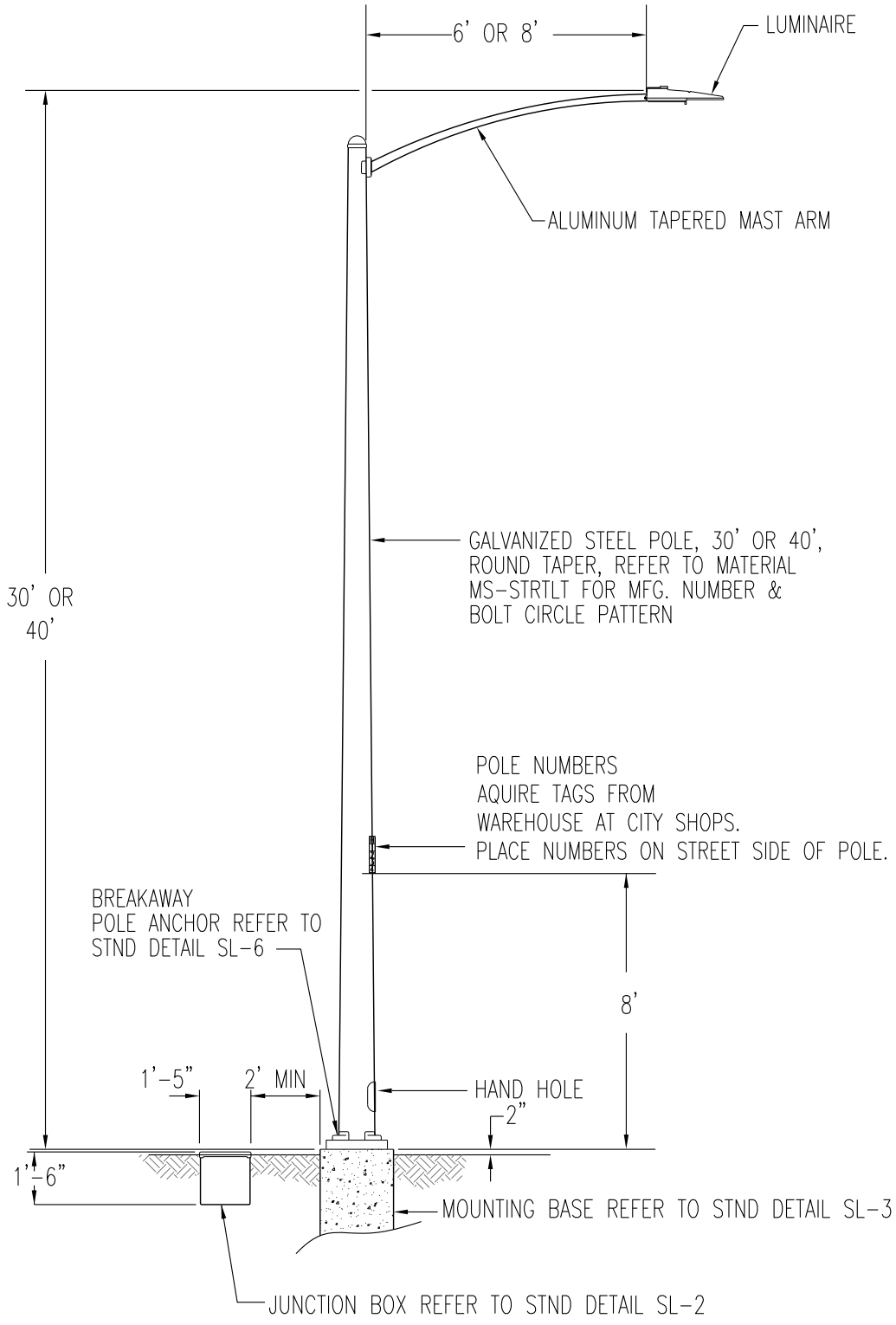
FORMING MATERIALS (SONOTUBE) SHALL BE REMOVED FROM THE TOP OF THE FOUNDATION TO SIX INCHES BELOW FINISHED GRADE AFTER CONCRETE HAS HAD A CHANCE TO SET UP.

SOIL BELOW MOUNTING BASE TO BE UNDISTURBED.

Richland Washington

STREET LIGHTING MOUNTING BASE DETAILS CONCRETE SUPPORT

PUBLIC WORKS ENGINEERING	
APPR. BY: PKR	DATE: 11.15
DRAWN BY: LD	DWG: SL-3
CAD FILE: 2015_SL3_11_2015	



SEE TECHNICAL SPECIFICATION TS-STRTLT FOR DESIGN INFORMATION
SEE MATERIAL SPECIFICATION MS-STRTLT FOR MANUFACTURING AND MATERIALS INFORMATION

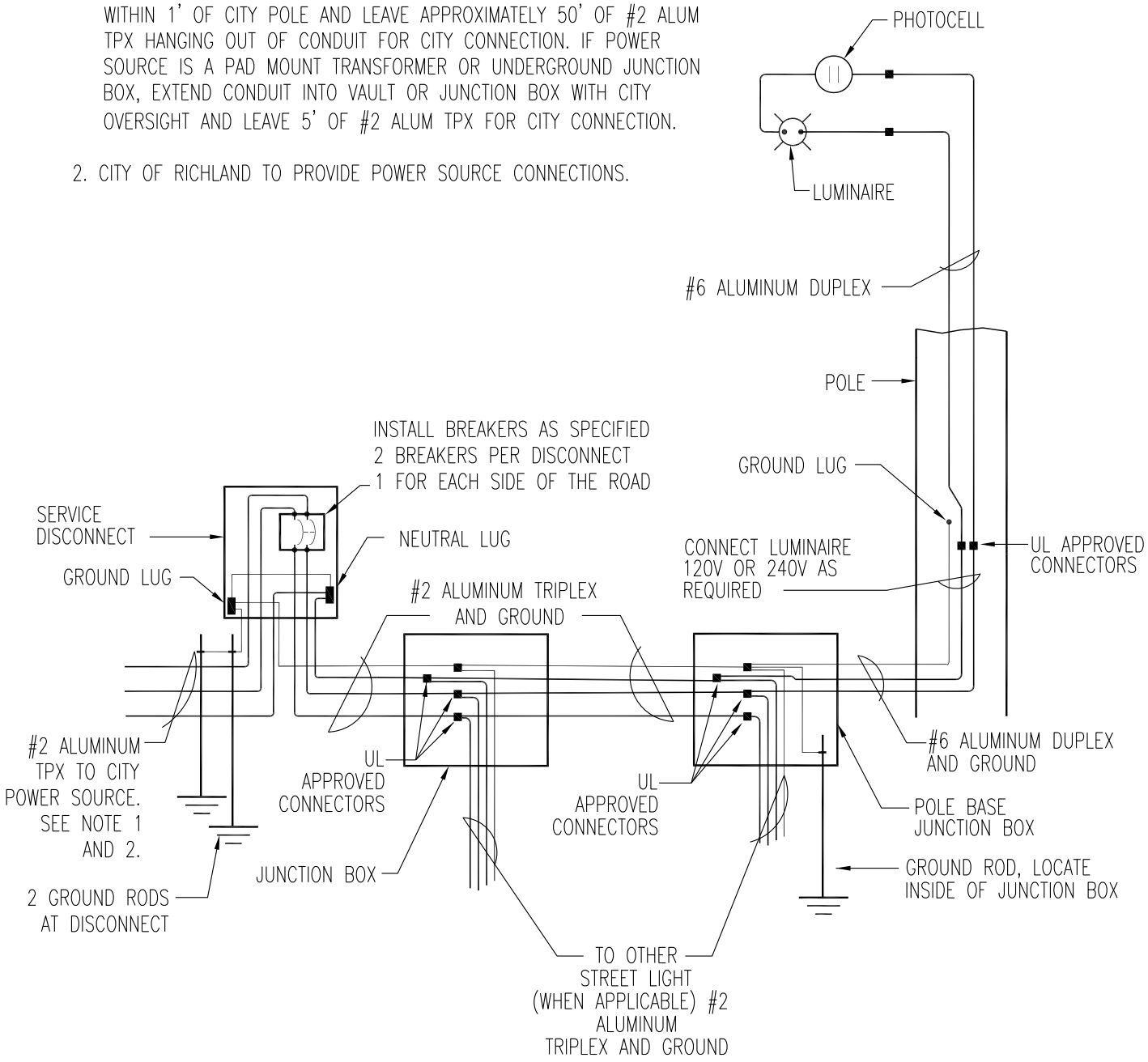
STREET LIGHTING
STEEL POLE 30/40FT
CONCRETE BASE

PUBLIC WORKS ENGINEERING	
APPR. BY: PKR	DATE: 11.15
DRAWN BY: LD	DWG: SL-4
CAD FILE: 2015_SL4_11_2015	

NOTES:

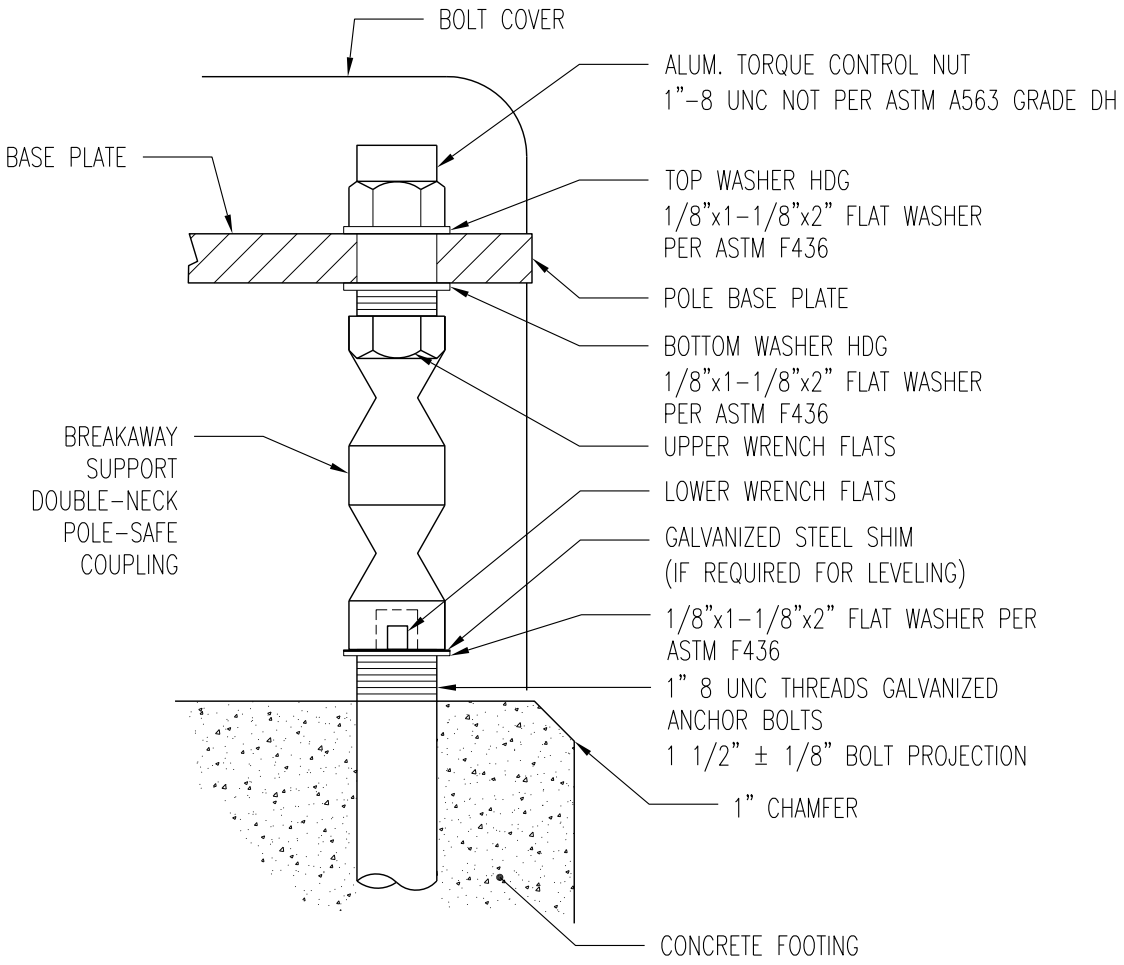
1. IF POWER SOURCE IS OVERHEAD POWER LINE EXTEND CONDUIT TO WITHIN 1' OF CITY POLE AND LEAVE APPROXIMATELY 50' OF #2 ALUM TPX HANGING OUT OF CONDUIT FOR CITY CONNECTION. IF POWER SOURCE IS A PAD MOUNT TRANSFORMER OR UNDERGROUND JUNCTION BOX, EXTEND CONDUIT INTO VAULT OR JUNCTION BOX WITH CITY OVERSIGHT AND LEAVE 5' OF #2 ALUM TPX FOR CITY CONNECTION.

2. CITY OF RICHLAND TO PROVIDE POWER SOURCE CONNECTIONS.

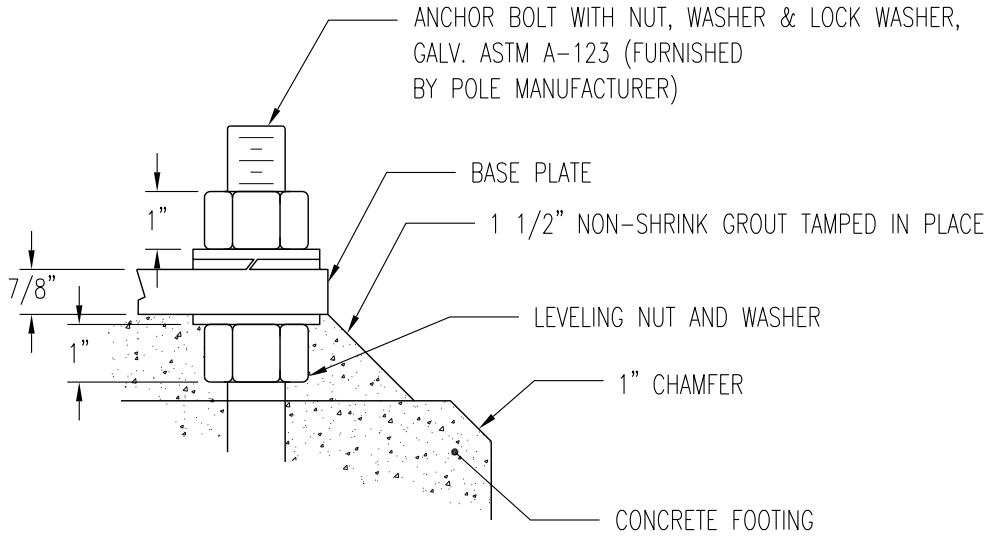


STREET LIGHTING WIRING DIAGRAM

PUBLIC WORKS ENGINEERING	
APPR. BY: PKR	DATE: 07.17
DRAWN BY: LD	DWG: SL-5
CAD FILE: 2015_SL5_07_2017	



BREAKAWAY POLE ANCHOR DETAIL



NON-BREAKAWAY ANCHOR DETAIL

Richland Washington

STREET LIGHTING POLE ANCHOR CONCRETE SUPPORT

PUBLIC WORKS ENGINEERING	
APPR. BY: PKR	DATE: 07.17
DRAWN BY: LD	DWG: SL-6
CAD FILE: 2015_SL6_07_2017	

CITY OF RICHLAND, PUBLIC WORKS

MATERIAL SPECIFICATION FOR STREET LIGHTING

Material Specification: MS-STRTLT

Approved: Jessie West 9-19-19
Public Works Date

TABLE OF CONTENTS

SECTION	TITLE
1.0	STREET LIGHT STANDARD
2.0	LUMINAIRES
3.0	PHOTOCONTROL DEVICE
4.0	DISCONNECT
5.0	BREAKAWAY SYSTEM
6.0	WIRING, CONDUIT AND CONNECTIONS

REVISIONS

Revision No.	By	Date	Description
1.		01/09/96	General Revision Throughout Specifications
2.		05/24/96	Luminary Model #1 Update
3.		09/09/99	Approved Manufacturers Update
4.	WT	10/31/02	General revision
5.	WT	05/15/10	Approved Manufacturer Update on standards
6.	JRP	03/10/15	Remove HPS luminaires & replace with LED
7.	JRP	11/09/17	Update LED luminaire model numbers
8.	JW	09/19/19	Update LED Luminaire & Photocontrol model numbers. Added Ameron as an Approved Pole Vendor

1.0 STREET LIGHT STANDARD

The streetlight standard (pole) shall be as specified in the sections below. Please contact the Public Works Department for assistance in determining which type of pole is appropriate for specific installations. Two pole heights are specified as standard, 30 ft and 40 ft. Two arm lengths are specified as standard: 8 ft and 12 ft. All fasteners and non-aluminum attaching devices shall be galvanized in accordance with ASTM designation A153.

1.01 APPROVED MANUFACTURERS

Poles shown in table are current City standards; other poles may be utilized with advanced approval from the Public Works Department.

POLE TYPE	HEIGHT (ft)	ARM LENGTH* (ft)	MANUFACTURE AND MODEL #	BOLT CIRCLE (inch)
GALVANIZED STEEL (ROUND TAPERED)	30	8	Valmont DS32-750A286-8S-GV	10.5
	30	8	Ameron N308 (with Nut Covers)	10.5
	30	8	Union Metal T71043-Y10	10.5
	40	8	Valmont DS32-900A386-8S-GV	12.5
	40	8	Ameron N408 (with Nut Covers)	12.0
	40	8	Union Metal T71043-Y15	12.5
	40	12	Valmont DS32-950A386-12S-GV	13.0
	40	12	Ameron N4012 (with Nut Covers)	12.0
	40	12	Union Metal T71043-Y17	12.5
	30	8	Valmont EM30-900A350-8S-GV-HH	Direct Buried
	30	8	Union Metal 70950-B41-Y3	

*Typically, the arm length should be selected such that the luminaire will be positioned at the edge of the roadway pavement.

1.02 HAND HOLE

A 2-1/4 inch x 7 inch hand hole shall be provided in the pole shaft at a distance of approximately 18 inches above the finished grade. The hand hole shall be positioned on the same side of the pole as the mast arm. Hand hole cover must be steel and secured with screws that require a special tool for their removal.

1.03 GROUNDING

Each standard shall be provided with a provision for grounding the pole, mast arm and luminaire with one grounding connection. The grounding means shall be located such that the ground connections

can easily be made through the hand hole. Each light standard shall be assembled such that all metallic components of the pole are internally bonded to the grounding means.

2.0 LUMINAIRES

Luminaires shall be of the general "cobra-head" style and shall be designed and constructed to meet the requirements of ANSI C136.37. Light Emitting Diode (LED) luminaires shall be utilized and have an LED life greater than 100,000 hrs. The luminaires shall be constructed to accept mast arms with a 2-inch nominal pipe size (NPS) tenon slip fit attachment. Consult the City Public Works Department, Administration & Engineering Division to determine if glare shields will be required for a given location.

2.01 LUMINAIRE CONSTRUCTION

Luminaire housing shall be cast aluminum and allow tool-less entry. Housing shall be provided with a level bubble to facilitate installation. Luminaire external housing shall have a minimum rating of IP65 as specified in IEC 60529, with the ability to shed water from inside the housing (i.e. weep holes). The luminaire optical chamber shall have a minimum rating of IP66 as specified in IEC 60529.

The luminaire door shall be securely hinged and incapable of involuntary separation from the housing when accessed in field installed position.

Luminaire cooling system shall consist of a passive heat sink with no fans, pumps, or liquids. All fasteners shall be stainless steel and all polycarbonate components shall be UV stabilized. The complete assembly weight shall not exceed 40 lbs.

Luminaire design shall facilitate hose-down cleaning and discourage debris accumulation.

End fitting shall be a slip fit design and shall be capable of accepting 1-1/4 inch through 2 inch diameter mounting arms. Slip fit end shall accept minimum 4-7/8 inch minimum arm penetration.

All incidental hardware shall be of corrosion resistant material.

Luminaire shall accept connection of #6 AWG Aluminum and Copper conductor to power source. Connections shall be made on a terminal block, which is secured, to the housing.

Luminaire shall be supplied fully assembled.

2.02 LUMINAIRE MARKING

Luminaire shall be provided with large type external markings in accordance with the latest revision of ANSI C136.15.

2.03 WARRANTY

Manufacturer of luminaire shall provide a minimum 5 year warranty covering maintained integrity and functionality of:

1. Luminaire housing, wiring, and connections
2. LED light source(s) (Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure)
3. LED driver(s)

Warranty period shall begin 90 days after delivery to the City.

2.04 APPROVED LUMINAIRE MANUFACTURERS

The manufacturer's catalog numbers listed below have been pre-approved for use.

ROADWAY CLASSIFICATION	AMERICAN ELECTRIC	LEOTEK	CREE
PRINCIPAL ARTERIAL	ATB2 60BLEDE85 MVOLT R3 NL P7	GCL1-80G-MV-NW-3R-GY-700-PCR7	XSPLG-D-HT-3ME-24L-40K7-UL-SV-N-X6
MINOR ARTERIAL	ATB0 30BLEDE10 MVOLT R3 NL P7	GCM2-40H-MV-NW-3R-GY-850-PCR7	BXSP-C-HT-3ME-F-40K-UL-SV-N-Q8
MAJOR COLLECTOR	ATB0 20BLEDE10 MVOLT R2 NL P7	GCM2-30H-MV-NW-2R-GY-700-PCR7	BXSP-B-HT-2ME-B-40K-UL-SV-N-Q8
MINOR COLLECTOR & LOCAL STREET	ATB0 10BLEDE10 MVOLT R2 NL P7	GCJ1-20H-MV-NW-2R-GY-530-PCR7	BXSP-B-HT-2ME-A-40K-UL-SV-N-Q8

3.0 PHOTOCONTROL DEVICE

Photocontrol device shall conform to ANSI C136.10-2006 except where modified herein. Assembled photocontrols and each of their individual components shall be designed and constructed to have a nominal life of 20 years.

Photocontrol circuit boards shall be constructed of glass epoxy material and circuit board components shall be protected from the environment with a thin, transparent coating that does not promote heat buildup.

Photocontrol devices must meet the following requirements:

- Color code – Black
- Plug type – Locking, three-pole, three-wire
- Operating voltage range, volts, ac – 105 to 305
- Load rating, LED, minimum, watts – 1,000
- Operating temperature range, ambient, degrees C – -40 to +70
- Turn on response time range, seconds – 0.5 to 5.0
- Turn off response time range, seconds – 0.5 to 5.0

- Turn on light level, fc – 1.5 +/- 0.6
- Turn off light level, fc – 5.1
- Turn off/turn on ration, nominal – 1.5
- Failure mode, nominal – Fail ON

Each photocontrol shall be provided with a means to conveniently and permanently record date of installation and date of removal.

Each photocontrol shall be provided with an internal, 160 joule minimum, metal-oxide varistor (MOV) type surge arrestor. Photocontrols shall be provided with a means of sealing according to the requirements of ANSI C136.10, Section 4.3. Photocontrol base gasket shall be fabricated from a neoprene blend.

Photocontrols shall be tested according to the requirements of ANSI C136.10. Test results shall be provided upon request.

Each individual photocontrol shall be marked with the following information:

- Manufacturer's name
- Model number
- Voltage rating
- Load rating
- North orientation
- Rotation of installation and removal

3.01 APPROVED PHOTOCONTROL MANUFACTURERS

The manufacturer's catalog numbers listed below have been pre-approved for use.

RIPLEY LIGHTING CONTROLS	DARK TO LIGHT	SUN-TECH (SUNRISE TECHNOLOGIES, INC.)
6390LL-BK	DLL127-1.5-BK	ELL124-BK

4.0 DISCONNECT

The disconnecting means shall be UL listed and suitable for service entrance equipment. The disconnect shall include overcurrent protection in the form of a circuit breaker and be rated for the maximum available fault current at the installation site. The disconnect will be mounted on a pedestal, as outlined in the technical specification.

4.01 PEDESTAL MOUNTED DISCONNECT

The pedestal and disconnecting means shall be constructed as a one-piece unit and UL Listed as such. Construction shall be NEMA Type 3R with galvanized steel and welded joints. A door capable of being sealed with a padlock shall be provided to conceal the circuit

breaker housing. The pedestal post shall incorporate a removable section to assist in the wiring and a barrier to separate the fused and unfused conductors. Height to top of pedestal shall be 3' to 4' above ground. Pedestals shall incorporate stakes, stabilizing feet, or other means to ensure that a permanent and solid installation is achieved. The pedestal shall be capable of accepting (3) 1-1/2inch conduits at a depth of 2' to 3' below grade.

The circuit breaker housing shall incorporate dead front design so that no live wires are exposed when the door is opened. All terminals, including the ground shall be approved for #6 - #2 AWG Copper and Aluminum conductors (the use of high plugs, etc. may be allowed to meet this criteria if approved by the State Electrical Inspector). The unit shall be rated for minimum of 60 amps continuous duty and a minimum of 10,000 AIC (Amps Interrupting Current) measured RMS symmetrical short circuit (higher short circuit ratings may be necessary depending upon location. Consult the City Electrical Engineering Division).

The following types of combination pedestal/disconnect units shall be considered as meeting the general requirements of this specification. Contractor shall be responsible for verifying that current productions meet these specifications. Other units may be utilized but must be submitted for approval.

- Midwest M101CP6
- Unicorn HP-UP04-Blank

5.0 BREAKAWAY SYSTEM

The installation of a breakaway standard mounting system shall be required on all standards located on arterial and collector streets. The Transpo Industries Inc., Pole-Safe Coupling, Model No. 4100 is currently an approved breakaway system, however it is the installer's responsibility to verify that current productions of this device are approved by the Washington State Department of Transportation as a breakaway device.

6.0 WIRING, CONDUIT AND CONNECTIONS

6.01 CONDUCTOR

Electrical conductors shall be insulated with cross-link polyethylene type USE. Wiring shall be #2 aluminum triplex with a bare #6 copper ground wire for lateral runs and #6 duplex with a bare #6 copper ground wire for runs from the pole base junction box to the luminaire.

6.02 CONDUIT

Conduit shall be 1-1/2 inch schedule 40 gray PVC conforming to NEMA TC-2 and ASTM D1785 specifications. All necessary fittings shall also be schedule 40 gray PVC conforming to NEMA TC-3 specifications. All sweeps must be factory made with a minimum radius of 18 inch. A reduced radius of 8 inch may be used in the light pole base.

6.03 JUNCTION BOX

Underground enclosures, herein referred to as junction boxes (j-boxes) shall be Quazite Composite #PG1730BA18, junction box cover shall be #PG1730CA00 with logo designation #29 ("LIGHTING" or "STREET LIGHTING"). Cover shall be provided with stainless steel standard pentahead bolt and washer.

6.04 LINE CONNECTORS

Connections for current carrying conductors shall consist of insulated connectors suitable for use with copper and aluminum conductors. The connector shall be suitable for conductor with a size range of #8 - 1/0. Split bolt type connectors are not allowed. All line connectors must be listed as meeting UL 486B. Those connectors to be utilized within the underground junction boxes must also be listed as meeting UL 486D. The UL approved version of the UPP series Eritech ESP connector must be utilized for all underground junction box applications.

6.05 GROUND SYSTEM COMPONENTS

Connectors for grounding conductor shall be UL approved and shall be compression or vise type. Split bolt type connectors are not allowed.

- Ground rods shall be 5/8 in X 8 ft copper or copper clad.
- Minimum size grounding conductor shall be #6 soft drawn copper.
- Connectors must be permanent, either bolted or Cadweld.

PROPOSAL
FOR BIDDING PURPOSES

For Construction of:

Dallas Rd / Arena Rd Traffic Safety Improvements

CE 2081 CRP

INCLUDES:
PROPOSAL
PROPOSAL BOND
PROPOSAL FOR INCORPORATING RECYCLED MATERIALS
SUBCONTRACTOR LIST
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

PUBLIC WORKS
DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 20-36

P R O P O S A L

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

Gentlemen:

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

CE 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

(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.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS				
3	3,450	TON	COMMON BORROW INCL. HAUL				
4	3,450	TON	EMBANKMENT COMPACTION				
5	35	C.Y.	HAND PLACED RIPRAP				
6	245	L.F.	DRAIN PIPE 4 IN. DIAM.				
7	1	L.S.	CONCRETE VALLEY GUTTER				
8	360	TON	CRUSHED SURFACING TOP COURSE				
9	105	TON	COMMERCIAL HMA				
10	2	EA.	ILLUMINATION SYSTEM				
11	1,750	L.F.	CONDUIT PIPE 2 IN. DIAM.				
12	42	L.F.	CONDUIT PIPE 4 IN. DIAM.				
13	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL				
14	40	C.Y.	GRAVEL BACKFILL FOR DRAIN				
15	6	EA.	BOLLARD TYPE 2				

16	340	L.F.	CHAIN LINK FENCE TYPE 3				
17	1	L.S.	DRIVE THROUGH ELECTRIC GATE AND MAN GATE				
18	6	EA.	END, GATE, CORNER AND PULL POST FOR CHAIN LINK FENCE				
19	1,363	S.F.	GRAVITY BLOCK WALL				
20	1	L.S.	TRIMMING AND CLEANUP				
21	140	S.Y.	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE				
22	1	EA.	MAILBOX SUPPORT TYPE 1				
23	1	EA.	PTZ SURVEILLANCE CAMERA				
24	1	L.S.	CONSTRUCTION INSPECTION, QUALITY CONTROL AND QUALITY ASSURANCE				
				SUBTOTAL			
				SALES TAX @ 8.0 %			
				TOTAL BID			

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 statement is true and correct:

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

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

CONTRACTOR'S REGISTRATION NO. _____

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 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

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

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

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

signed and sealed this _____ 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: _____

Benton County Public Works

P. O. Box 1001
Prosser, WA 99350

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name CE 2081 - DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

* Bidders are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

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, July 16 , 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:

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

CE 2081 CRP

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 20-36

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, C.E. 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS," and as described in and in accordance with the State of Washington 2021 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.

Informational Only

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:

_____
Signature

_____
Title

_____
Date

COUNTY OF BENTON

_____
Chairman, Board of Commissioners

Attest:_____
Clerk of the Board

_____
Date

APPROVED AS TO FORM:

_____
Reid Hay
Benton County Deputy Prosecuting Attorney

_____
Date

Informational Only

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

LEGEND

EXISTING ROAD CENTERLINE :

PROPOSED DRIVEWAY CENTERLINE:

EXISTING RIGHT-OF-WAY:

EDGE OF EXISTING ROAD :

EXISTING FENCE :

PROPOSED FENCE :

PROPOSED CONDUIT :

SURFACE BREAKLINE :

EXISTING PAVEMENT TO BE REMOVED:

UTILITIES

OVERHEAD POWER : —— OHP —— OHP —— OHP —— OHP ——

OVERHEAD POWER : —— W —— W —— W —— W —— W —— W ——

GUY WIRE :

TELEPHONE POLE :

GUY WIRE ANCHOR :

FIRE HYDRANT :

CE 2081 CRP - CONSTRUCTION PLANS
T 9N, R 28E, WM
BENTON COUNTY, WASHINGTON

BENTON COUNTY
WASHINGTON

INDEX

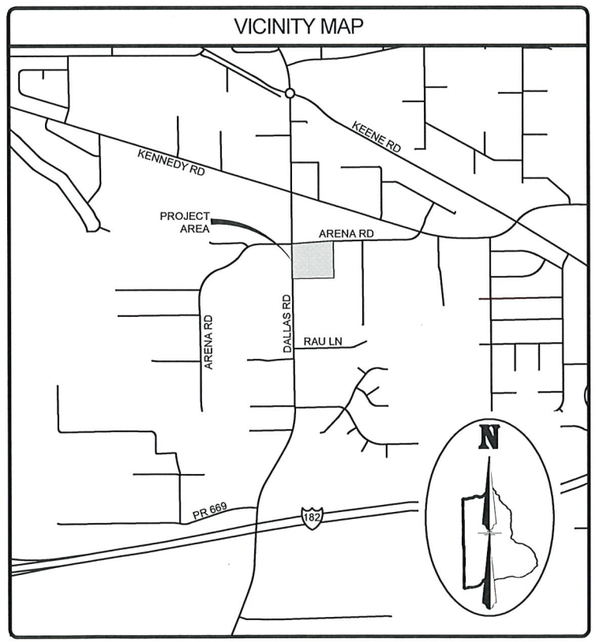
SHEET TITLE	SHEET NUMBER
SUMMARY OF QUANTITIES	1
DETAILS	2
DEMO PLAN	3
SITE PLAN	4
PROFILE SHEET	5

PREPARED UNDER THE DIRECTION OF & APPROVED BY :

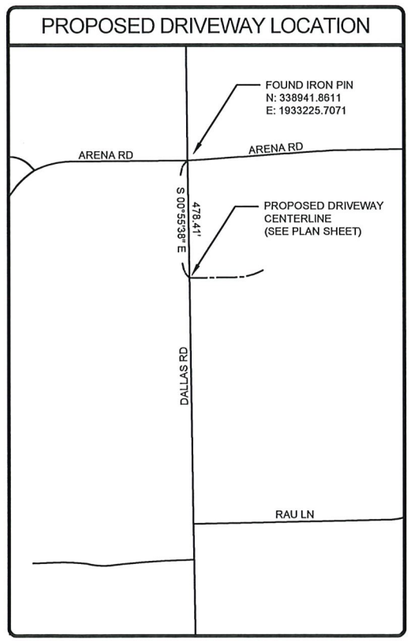
DOUGLAS D. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER

06/14/24

VICINITY MAP



PROPOSED DRIVEWAY LOCATION



SIGNATURES

APPROVED: _____
CHAIRMAN, BENTON COUNTY COMMISSIONERS DATE

ATTEST: _____
CLERK OF THE BOARD DATE

APPROVED FOR CONSTRUCTION:

06/14/24
DOUGLAS D'HONDT, COUNTY ENGINEER DATE

SUMMARY OF QUANTITIES

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

ITEM NO.	TOTAL QUANTITY	UNIT	ITEM DESCRIPTION
			PREPARATION
1	Lump Sum	L.S.	Mobilization
2	Lump Sum	L.S.	Removal of Structures and Obstructions
			GRADING
3	3,450	TON	Common Borrow Incl. Haul
4	3,450	TON	Embankment Compaction
			DRAINAGE
5	35	TON	Hand Placed Riprap
6	245	L.F.	Drain Pipe 4 In. Diam.
7	Lump Sum	L.S.	Concrete Valley Gutter
			SURFACING
8	360	TON	Crushed Surfacing Top Course
			HOT MIX ASPHALT
9	105	TON	Commercial HMA
			TRAFFIC
10	2	EA.	Illumination System
11	1,750	L.F.	Conduit Pipe 2 in. Diam.
12	42	L.F.	Conduit Pipe 4 in. Diam.
13	Lump Sum	L.S.	Project Temporary Traffic Control
			OTHER
14	40	C.Y.	Gravel Backfill for Drain
15	6	EA.	Bollard Type 2
16	340	L.F.	Chain Link Fence Type 3
17	Lump Sum	L.S.	Drive Through Electric Gate and Man Gate
18	6	EA.	End, Gate, Corner, and Pull Post for Chain Link Fence
19	1,363	S.F.	Gravity Block Wall
20	Lump Sum	L.S.	Trimming and Cleanup
21	140	S.Y.	Construction Geotextile for Underground Drainage
22	1	EA.	Mailbox Support Type 1
23	1	EA.	PTZ Surveillance Camera
24	Lump Sum	L.S.	Construction Inspection, Quality Control and Quality Assurance

NOTE: FOR SPECIAL FEATURES SEE SPECIAL PROVISIONS

BENTON COUNTY WASHINGTON

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0041922
REGISTERED
PROFESSIONAL ENGINEER

DATE 6/27/14

DATE	BY	DESCRIPTION	REV.

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

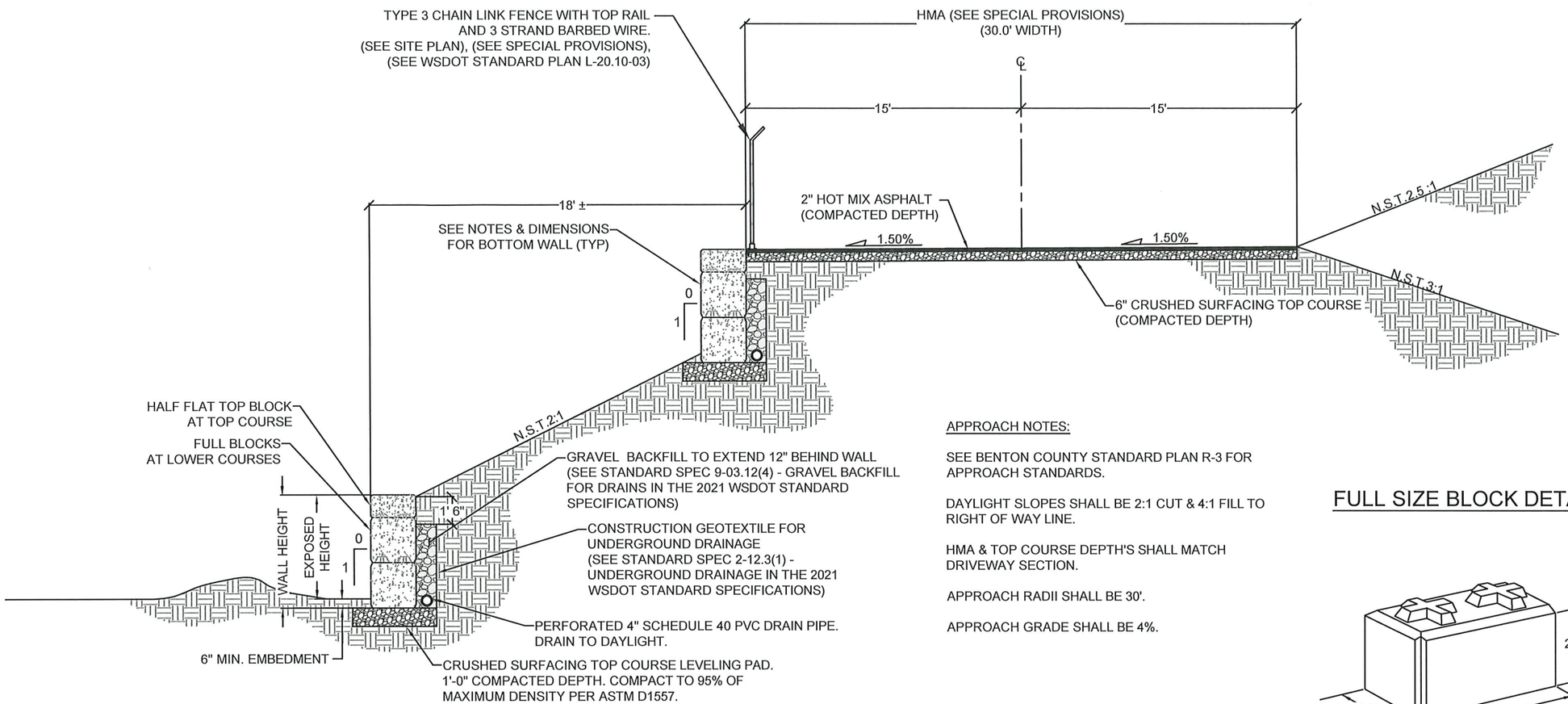
CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555

ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

QUANTITIES

DRIVEWAY WITH GRAVITY WALL DETAIL



APPROACH NOTES:

SEE BENTON COUNTY STANDARD PLAN R-3 FOR APPROACH STANDARDS.

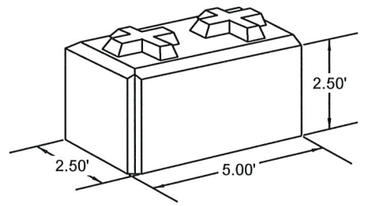
DAYLIGHT SLOPES SHALL BE 2:1 CUT & 4:1 FILL TO RIGHT OF WAY LINE.

HMA & TOP COURSE DEPTH'S SHALL MATCH DRIVEWAY SECTION.

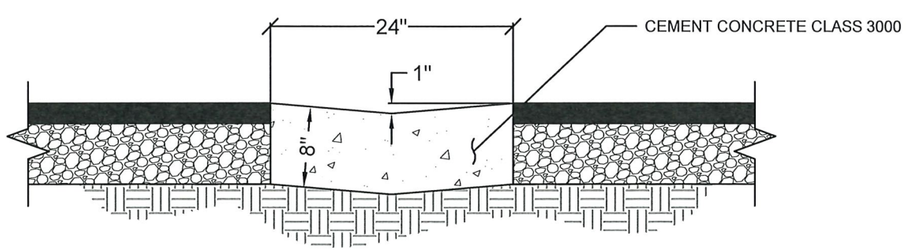
APPROACH RADII SHALL BE 30'.

APPROACH GRADE SHALL BE 4%.

FULL SIZE BLOCK DETAIL



CONCRETE VALLEY GUTTER



BENTON COUNTY WASHINGTON

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT STATE OF WASHINGTON 003192 REGISTERED PROFESSIONAL ENGINEER

DATE: 04/14/21

REV.	DESCRIPTION	BY	DATE

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555

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DRN: RMM	CHD:
HORIZ. SCALE:	N.T.S.
VERT. SCALE:	N.T.S.
REVISION:	

DETAILS

SEC 20, T 9 N, R 28 E, W.M.

DALLAS ROAD

40' TYP

REMOVE AND SALVAGE EXISTING "NO LEFT TURN' SIGN, POST AND ANCHOR. RETURN TO COUNTY.

REMOVE AND SALVAGE EXISTING "NO LEFT TURN" SIGN, POST AND ANCHOR. RETURN TO COUNTY.

EXISTING STORAGE BLDG

REMOVE AND DISPOSE OF EXISTING CONCRETE BOLLARDS. REMOVE AND SALVAGE EXISTING KEYPAD GATE OPENER FOR RE-USE. (SEE SITE PLAN)

EXISTING GATES AND COMPONENTS SHALL BE REMOVED AND SALVAGED FOR RE-USE. (SEE SITE PLAN)

SAWCUT EDGE OF PAVEMENT ON DALLAS ROAD. APPROACH SHALL REMOVED AND GRADED TO RE-ESTABLISH DITCH LINE. (SEE SITE PLAN)

REMOVE AND DISPOSE OF EXTRUDED CURB (122 L.F.) AND FLEXIBLE GUIDE POSTS. APPLY DOUBLE NO PASS CENTERLINE AND MATCH INTO EXISTING CENTERLINE ON BOTH ENDS.

EXISTING STORAGE BLDG

REMOVE AND DISPOSE OF EXISTING 12" CULVERT PIPE.

EXISTING STORAGE BLDG

N

SCALE IN FEET

0 20 40 60 80

REMOVE AND DISPOSE OF EXISTING 12" CULVERT PIPE. APPROACH SHALL BE REMOVED AND GRADED TO RE-ESTABLISH DITCH LINE. (SEE SITE PLAN)

SAWCUT, REMOVE AND DISPOSE OF EXISTING PAVEMENT APPROX. 1' FROM EDGE OF PAVEMENT. TACK EDGE PRIOR TO PAVING APPROACH. (SEE SITE PLAN)

REMOVE FENCING BETWEEN PROPOSED NORTH PAVEMENT EDGE AND SOUTH FENCE LINE. (SEE SITE PLAN)

EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

REMOVE AND SALVAGE EXISTING MAILBOX FOR INSTALLATION AT NEW LOCATION. (SEE SITE PLAN)

40' TYP

PRESERVE AND PROTECT POWER METER.

PRESERVE AND PROTECT POWER VAULT.

PRESERVE AND PROTECT EXISTING FIRE HYDRANT AND BOLLARDS.

BENTON COUNTY WASHINGTON

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER

DATE: 2/14/24

DATE	BY	DESCRIPTION	REV.

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

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DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

DEMOLITION PLAN

SHEET 3 OF 5

SEC 20, T 9 N, R 28 E, W.M.

N

SCALE IN FEET
0 20 40 60 80

DALLAS ROAD

40' TYP

EXISTING STORAGE BLDG

- INSTALL (3) 2" RIGID PVC CONDUIT LINES. (APPROX. 1,750 TOTAL L.F.)
- CONDUIT'S SHALL BE CONNECTED INTO EXISTING JUNCTION BOX.

RE-ESTABLISH DITCH AND MATCH EXISTING FLOW LINE.

EXISTING STORAGE BLDG

INSTALL TYPE 3 CHAIN LINK FENCE WITH TOP RAIL AND 3 STRAND BARBED WIRE ON EXISTING POSTS. BARBED WIRE SHALL BE INSTALLED ON 3 STRAND 45 DEGREE ARMS ANGLED AWAY FROM THE SECURED AREA.
FENCE SHALL MATCH EXISTING FENCING.
(SEE WSDOT STANDARD PLAN L-20.10-03)

EXISTING STORAGE BLDG

RE-ESTABLISH DITCH AND MATCH EXISTING FLOW LINE.

INSTALL END POST AT EDGE OF PAVEMENT FOR ATTACHMENT OF EXISTING/ PROPOSED FENCE LINE. (SEE WSDOT STANDARD PLAN L-20.10-03)

BEGIN PROJECT STA 0+13.65

INSTALL 4" RIDGID PVC CONDUIT. CAP BOTH ENDS.

INSTALL CONCRETE VALLEY GUTTER AT ENDS OF RADII (SEE DETAILS SHEET)

INSTALL SALVAGED MAILBOX ON TYPE 1 MAILBOX SUPPORT WITH STEEL POST WHERE SHOWN OR AS DIRECTED BY THE ENGINEER. (SEE WSDOT STANDARD PLAN H-70.10-01)

CONSTRUCT GRAVITY BLOCK WALL.
(SEE DETAILS SHEET)
(SEE PROFILE SHEET)
(SEE SPECIAL PROVISIONS)

INSTALL TYPE 3 CHAIN LINK FENCE WITH TOP RAIL AND 3 STRAND BARBED WIRE. BARBED WIRE SHALL BE INSTALLED ON 3 STRAND 45 DEGREE ARMS ANGLED AWAY FROM THE SECURED AREA.
FENCE SHALL MATCH EXISTING FENCING.
(SEE DETAILS SHEET)
(SEE WSDOT STANDARD PLAN L-20.10-03)

INSTALL (2) TYPE 2 BOLLARDS.

CENTERLINE CURVE DATA
R=100.00'
L=87.31'
Δ=50°01'37"

N39°07'22"E
10.70'

END PROJECT STA 2+90.00

- INSTALL SALVAGED KEYPAD GATE CONTROLLER. MOUNTING POST SHALL BE INSTALLED ON GRAVEL SIDE OF PROPOSED FENCE WITH ARM AND KEYPAD PROJECTING SLIGHTLY THROUGH FENCE TO MINIMIZE IMPACT TO DRIVE WIDTH. CONTRACTOR SHALL CONSULT WITH ENGINEER OF RECORD TO ENSURE PROPER LOCATION.
- INSTALL (2) TYPE 2 BOLLARDS ON EACH SIDE OF GATE CONTROLLER AS THEY EXISTED AT THE PREVIOUS LOCATION. CONTROLLER SHALL BE RECONNECTED TO EXISTING MONITORING SYSTEM.
(SEE WSDOT STANDARD PLAN H-60.20-01)

INSTALL SALVAGED GATES AND COMPONENTS ON NEW POSTS. POSTS SHALL MATCH THOSE AT PREVIOUS LOCATION.

INSTALL (2) TYPE 2 BOLLARDS.

- INSTALL STREET LIGHT ON 30' POLE AND CONCRETE BASE WITH 8' MAST ARM PER CITY OF RICHLAND STANDARD PLAN **SL-4**.
LUMINAIRE SHALL CONFORM TO CITY OF RICHLAND MATERIAL SPECIFICATION **MS-STRTLT**.
- INSTALL NEW PTZ CAMERA ON LIGHT POLE. CAMERA SHALL MATCH EXISTING CAMERAS ON THE SITE. MOUNTING HEIGHT AND VIEWING DIRECTION SHALL BE DETERMINED BY THE PROPERTY OWNER.

INSTALL TYPE 3 CHAIN LINK FENCE WITH TOP RAIL AND 3 STRAND BARBED WIRE. BARBED WIRE SHALL BE INSTALLED ON 3 STRAND 45 DEGREE ARMS ANGLED AWAY FROM THE SECURED AREA.
FENCE SHALL MATCH EXISTING FENCING.
(SEE WSDOT STANDARD PLAN L-20.10-03)

INSTALL STREET LIGHT ON 30' POLE AND CONCRETE BASE WITH 8' MAST ARM PER CITY OF RICHLAND STANDARD PLAN **SL-4**.
LUMINAIRE SHALL CONFORM TO CITY OF RICHLAND MATERIAL SPECIFICATION **MS-STRTLT**.

HAND PLACED RIPRAP

PT = 2+79.30

PC = 1+91.99

N89°08'58"E
174.24'

0+00 1+00 2+00

R = 30'

30'

40' TYP

BENTON COUNTY WASHINGTON

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
20031938
REGISTERED PROFESSIONAL ENGINEER

DATE: 06/19/24

DATE	BY	DESCRIPTION	REV.

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

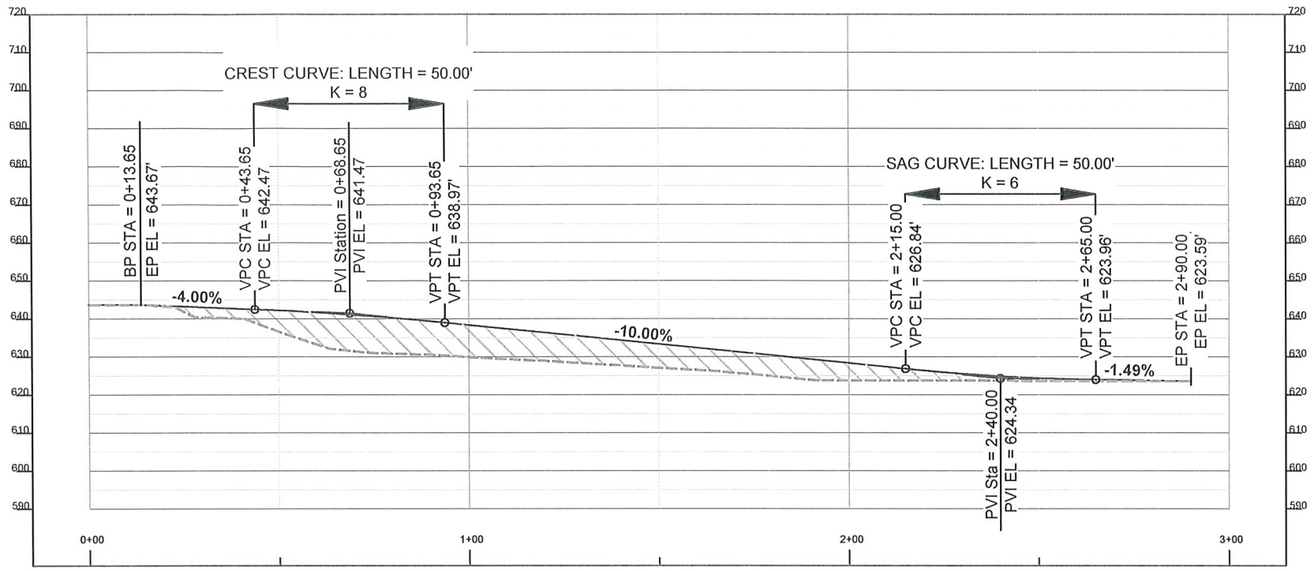
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DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SITE PLAN

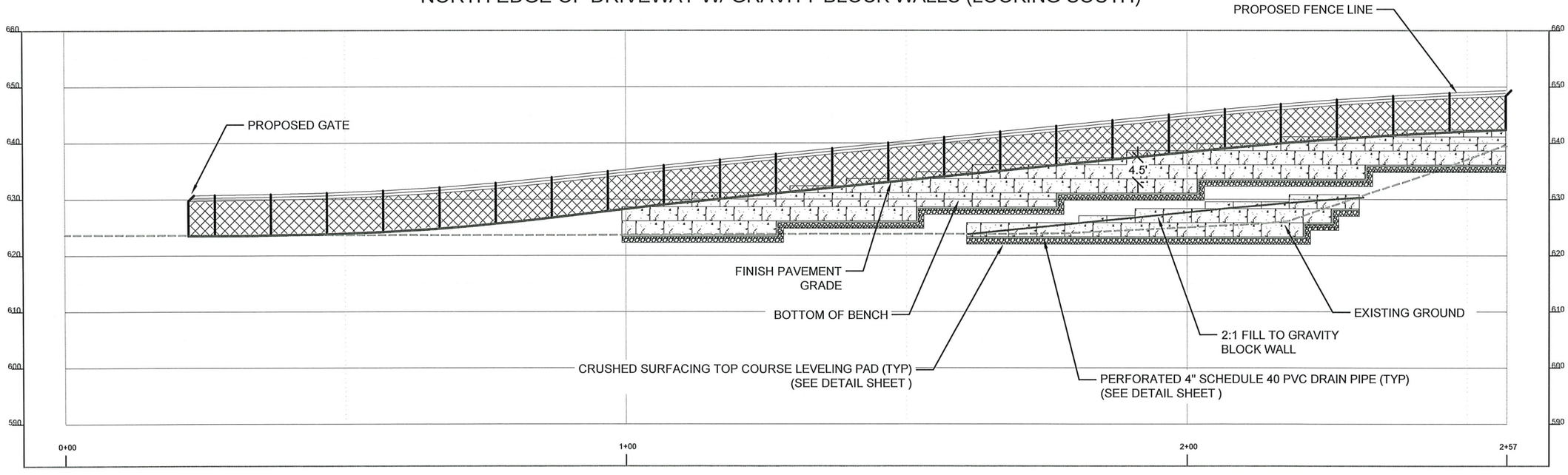
SHEET 4 OF 5

PROFILE VIEW 1
DRIVEWAY CENTERLINE



Scale in Feet (11"x17")
Horizontal: 1" = 40'
Vertical: 1" = 40'

PROFILE VIEW 2
NORTH EDGE OF DRIVEWAY W/ GRAVITY BLOCK WALLS (LOOKING SOUTH)



Scale in Feet (11"x17")
Horizontal: 1" = 20'
Vertical: 1" = 20'

BENTON COUNTY WASHINGTON

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
21922
REGISTERED PROFESSIONAL ENGINEER

DATE 6/19/24

DATE	BY	DESCRIPTION	REV.

DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

C.E. 2081 CRP

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DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PROFILE SHEET

SHEET 5 OF 5

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Amendment No. 1 to HCA Contract No. K4667 for Same Day Visit and Transportation Program for Individuals Transitioning into the Community
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza; Cdr. Shelton; R. Blain; R. Lukson

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

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

Summary / Background Information

Per Resolutions 2020-438 dated June 30, 2020 the Board of Benton County Commissioners accepted the grant funding from Washington State Health Care Authority Contract No. K4667 for the Same Day Visit and Transportation Program for individuals transitioning into the community, for a contract amount not to exceed $200,000 with a term commencing July 1, 2020 through June 30, 2021.

The Benton County Corrections Department received the attached Amendment No. 1 to Contract K4667 to extend the current contract to June 30, 2022 and increase the contract by an additional $118,646 for an overall contract amount not to exceed $318,646.

Fiscal Impact

Amount: Reimbursable Grant Funding in the amount up to $118,646 for a period of July 1, 2021 through June 30, 2022.

Fund: Said expenditures shall be paid out of Current Expense, Dept 120 and was included in the 2021-2022. No budget adjustment is necessary.

Recommendation

Approve the attached Resolution and Amendment No. 1 to Contract K4667 and authorize the Chairman of the Board to sign the attached Amendment No. 1.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDMENT NO. 1 TO WASHINGTON STATE HEALTH CARE AUTHORITY CONTRACT NO. K4667 FOR THE SAME DAY VISIT AND TRANSPORTATION PROGRAM FOR INDIVIDUALS TRANSITIONING INTO THE COMMUNITY

WHEREAS, per Resolutions 2020-438 dated June 30, 2020 the Board of Benton County Commissioners accepted the grant funding from Washington State Health Care Authority for the Same Day Visit and Transportation Program – Contract Number K4667 for an amount not to exceed $200,000, for a period of July 1, 2020 through June 30, 2021; and

WHEREAS, the Benton County Corrections Department received the attached Contract Amendment No. 1 for Contract K4667 to extend the current contract to June 30, 2022 and increase the contract by an additional $118,646 for an overall contract amount not to exceed $318,646; and

WHEREAS, the Chief of Corrections reviewed the attached contract amendment and recommends the Board of County Commissioners accept the additional grant funding and extend the current contract to June 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby approves Amendment No. 1 for Contract K4667 between Benton County Corrections Department and Washington State Health Care Authority for the Same Day Visit and Transportation Program, increasing the contract amount $118,646 for an overall contract amount not to exceed $318,646.00; and

BE IT FURTHER RESOLVED, the initial term of the Contract shall commence July 1, 2020 and continue through June 30, 2022, unless terminated sooner as provided in the contract; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached Amendment No. 1 for Contract Number K4667 between Benton County Corrections Department and Washington State Health Care Authority attached hereto.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Chairman Pro Tem

Attest.....
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: BCCD
cc: Auditor; PA; HCA

Prepared by: L. Small

Washington State Health Care Authority	**CONTRACT AMENDMENT**	HCA Contract No.: K4667 Work Order No.: Amendment No.: 1

THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below and is effective as of the date set forth below.

CONTRACTOR NAME	**CONTRACTOR doing business as (DBA)**
Benton County Corrections Department	
CONTRACTOR ADDRESS 7122 W Okanogan Bldg. B Kennewick, WA 99336	**CONTRACTOR CONTRACT MANAGER** Name: Lisa Small Email: lisa.small@co.benton.wa.us

AMENDMENT START DATE	**AMENDMENT END DATE**	**CONTRACT END DATE**
July 1, 2021	June 30, 2022	June 30, 2022
Prior Maximum Contract Amount	**Amount of Increase**	**Total Maximum Compensation**
$200,000	$118,646	$318,646

WHEREAS, HCA and Contractor previously entered into a Contract to develop and implement a Same Day Visit and Transportation Program, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 2.3 to extend the term to June 30, 2022, add funds, and to revise the Statement of Work;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. **Section 1.2.1** is amended to extend the term to June 30, 2022 and shall now read as follows:

   The initial term of the Contract will commence on July 1, 2020 and continue through June 30, 2022, unless terminated sooner as provided herein.

2. **Section 1.3.1** is amended to cite to Schedule A: *Statement of Work* to identify compensation allotments by fiscal year.

   The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in Schedule A: *Statement of Work* and includes any allowable expenses including indirect costs. Indirect costs cannot exceed 10% of the total value of the Contract.

3. **Schedule A Statement of Work** is updated and replaced in its entirety with Schedule A Statement of Work attached hereto.

4. **Exhibit A-1** is new and is added as a template for the State Fiscal Year 2022. Exhibit A-1 is attached hereto and incorporated herein.

5. This Amendment will be effective July 1, 2021 (“Effective Date”).

6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

7. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE DocuSigned by: Rachelle Amerine 71E17EEBBC774E7...	PRINTED NAME AND TITLE Rachelle Amerine, Contracts Administrator	DATE SIGNED 6/16/2021

Approved as to Form:

Ryan J Lukson, Civil DPA

Schedule A

Statement of Work

1. PURPOSE

HCA intends to enter into an agreement with the Contractor for purposes of establishing a Program through the Same Day Visit proviso under Section 31 of the Office of Financial Management 2019-2021 Operating Budget for the HCA and included in the carry forward levels for state fiscal years 2022-2023.

2. HCA RESPONSIBILITIES

2.1. Provide a Contract Manager to monitor all progress under the program;

2.2. Provide, or refer to, any technical assistance and/or training that the Contractor may require to meet deliverables; and,

2.3. Provide timely responses to all inquiries from the Contractor.

3. CONTRACTOR RESPONSIBILITIES

3.1. Identify and provide the name, email, and address for a Program Manager for the same day visit program within 30 days of the execution of this Contract.

3.2. Ensure services begin no later than within 30 days of Date of Execution of this Contract and ensure continuity of services when amended.

3.3. Coordinate with the HCA for purposes of requesting and receiving technical assistance;

3.4. Implement a holistic program that ensures continuity of care for individuals transitioning out of periods of incarceration by including transportation from the jail facility to a community health agency for a same day visit.

3.5. This comprehensive jail-community transitional program must include, but not be limited to, the following:

3.5.1. Using a standardized screening instrument (e.g. Clinical Opioid Withdrawal Scale) to help determine if an individual is a candidate for medication treatment.

3.5.2. Providing access to medications for the treatment of opioid use disorder.

3.5.3. Preparing inmates for successful community reintegration, which should include scheduled and confirmed post-release, same-day appointments to appropriate evidence-based after care treatment and/or service providers that support the use of medications for opioid use disorder and medication-assisted treatment.

3.5.4. Providing immediate, non-public transportation (e.g. Correctional Staff, Peers, Ride-Share, Taxi) for the individual from the correctional facility to the community provider.

3.6. Ensure that the program is managed to achieve expected outcomes that are measurable and will be used in the future to evaluate the performance and to ensure accountability for the use of this funding. The Contractor will work with the HCA to provide Monthly Data Collection Report to be either automated or manually generated in little time. The HCA Contract

Manager will provide a template for the Monthly Data Collection Report, which will contain, but not be limited to, the following elements:

3.6.1.1. Number of individuals provided services through this contract;

3.6.1.2. Frequency of appointments scheduled and kept through the efforts of the jail-community partner relationship;

3.6.1.3. Number of individuals who followed up with a community provider for a 2nd, 3rd, 4th appointment;

3.6.1.4. Aggregated demographics for individuals who received services, including:

3.6.1.4.1. Race;

3.6.1.4.2. Gender;

3.6.1.4.3. Age; and

3.6.1.4.4. Housing/homelessness status.

3.6.1.4.5. Self-reported behavioral health;

3.6.1.4.6. Employment;

3.6.1.4.7. Family; and

3.6.1.4.8. Criminal justice system involvement.

3.7. Coordinate with HCA, and any authorized agent, in evaluation required for the Same Day Visit Program for legislative reporting.

3.8. Submit a completed Exhibit A, *Same Day Visit Progress Report*, to the HCA Contract Manager every month, no later than the 15th of the following month.

3.8.1. Ensure travel per diem, computers, office supplies and all the other supplies and tools necessary to perform defined duties are provided to staff and/or contracted staff.

3.9. Program Management Responsibilities

Contractor will provide adequate staffing to ensure the following is accomplished:

3.9.1. Provide a detailed program timeline that identifies any anticipated implementation challenges; and an outline of steps that will be taken and the time frame needed to resolve these challenges.

3.9.2. Create and execute MOUs to facilitate information sharing.

3.9.3. Maintain logistical coordination, support, and record-keeping necessary to comply with the terms of this agreement.

3.9.4. Participate in monthly Technical Assistance (TA) calls with the HCA contract manager on an as-needed basis with no minimum amount of calls.

3.9.5. Write policy and protocol around referrals to the program and making an MOU for all parties to work together;

3.9.6. Establishing intake processes for program participants.

4. CONSIDERATION.

HCA will Compensate Contractor on a reimbursement basis only, not to exceed $318,646 and in accordance with respective fiscal years as identified below. All claims for cost reimbursement must be accompanied by documentation that provides details of the expense, to include description, date and cost/rate.

4.1. The maximum dollar amount for this Contract will not exceed the amounts identified below:

July 1, 2020 – June 30, 2021: $200,000.

July 1, 2021 – June 30, 2022: $118,646

4.2. Administrative fees are not to exceed 10% of the billed expenses and are included as part of the Maximum Consideration.

Source of Funds: General State Fund

Exhibit A-1

Monthly Progress Report

SAME DAY VISIT PROGRAM

DIVISION OF BEHAVIORAL HEALTH AND RECOVERY AT THE HEALTH CARE AUTHORITY

1. MONTHLY PROGRESS REPORT

Please respond to each question and submit this document with the monthly A-19 billing to HCA Contract Manager, Gayle Martinsen at gayle.martinsen@hca.wa.gov. For additional questions, please contact Gayle Martinsen at (360) 725-2049.

Report Month/Year

☐July 2021 ☐August 2021 ☐September 2021 ☐October 2021 ☐November 2021 ☐December 2021

☐January 2022 ☐February 2022 ☐March 2022 ☐April 2022 ☐May 2022 ☐June 2022

Name of the Contractor completing this report: Click or tap here to enter text.

2. How many unique individuals were served under this grant program during this report month?
3. The number of participants who successfully attended the appointment with the community provider.
4. The number of participants who subsequently attended follow-up appointments with the community provider.
5. What are the basic demographics of individuals served during this month? (Please include gender, race, housing and insurance status)
6. Summarize any barrier(s) encountered and plans to overcome the barrier(s) with timeline.
7. Are you experiencing any training or technical assistance needs (e.g. policy & protocol, data collection, staffing, etc.)?
8. Have there been any staff changes since the last report. If so, what position(s) and location(s)?
9. Do you have a participant success story you would like to share below?
10. Are there any significant accomplishments you would like to share or other information you would like to know?

Completed By:
Date:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Accepting work performed by Solid Structures LLC for the Badger Mountain Park Storage and Maintenance Building project
Presenter:	N/A
Prepared By:	slc
Reviewed By:	R. Blain

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

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

Summary / Background Information

The County entered into a contract with Solid Structures LLC for the CB19-24 – Badger Mountain Park Storage and Maintenance Building project on December 17, 2019 (Res. 2019-935). Solid Structures LLC has completed all work required under the contract. The project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends that the Board formally accept Solid Structures LLC's work and the project as complete.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY SOLID STRUCTURES LLC UNDER CONTRACT FOR CB19-24 BADGER MOUNTAIN PARK STORAGE AND MAINTENANCE BUILDING PROJECT

WHEREAS, on December 17, 2019 the Board of County Commissioners entered into a contract with Solid Structures LLC of Spokane, Washington (Resolution 2019-935) for CB19-24 Badger Mountain Park Storage and Maintenance Building project; 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 Director of Operations and Capital Programs and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the Director of Operations and Capital Programs' recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the Director of Operations and Capital Programs' recommendation and hereby accepts the work performed by Solid Structures LLC under contract for CB19-24 Badger Mountain Park Storage and Maintenance Building project as being completed in conformance with the contract documents.

Dated this 29th day of June 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing
c: Sonia, P.A.

S. Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Ratifying Change Order No. 1 with Tyler Technologies Contract for the EnerGov Permitting Software Purchase
Presenter:	
Prepared By:	Paul Schut
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:**	
☒ 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

On May 25, 2021, the Board of County Commissioners approved Resolution 2021-433 and executed a contract with Tyler Technologies for the EnerGov Permitting Software in the amount of $491,963.00 plus WSST.

It was brought to the attention of County Staff by Tyler Technologies that some essential conversion services were missing from the original quote. As a result, Tyler agreed to provide the additional conversion items at no additional cost.

The County Administrator has signed Changer Order No. 1 as allowed by the Benton County Procurement, Leasing, and Contracting Policy (Resolution 2021-233). The Board of County Commissioners needs to ratify the change order.

Fiscal Impact

Amount: No Additional Cost
Fund: Capital Projects Fund

Recommendation

Ratify Change Order No. 1. for the EnerGov Permitting Software Purchase.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF RATIFYING CONTRACT CHANGE ORDER NO. 1 WITH TYLER TECHNOLOGIES FOR THE ENERGOV PERMITTING SOFTWARE PURCHASE

WHEREAS, on May 21, 2021, the Board of County Commissioners approved Resolution 2021-433 and executed a contract with Tyler Technologies for the Munis Software Upgrade in the amount of $491,963.00 plus WSST; and

WHEREAS, it was brought to the attention of County Staff by Tyler Technologies that some essential conversion services were missing from the original quote; and

WHEREAS, County Staff have negotiated a fair and reasonable price for Change Order No. 1 at no additional cost; and

WHEREAS, the County Administrator has approved and signed Change Order No. 1; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires the Board of County Commissioners to ratify change orders approved by the County Administrator; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order No. 1, attached hereto, to the contract executed by Resolution 2021-433 with Tyler Technologies for the EnerGov Permitting Software Purchase at no additional cost.

Dated this 29th day of June 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; Tyler Technologies

P. Schut

Quoted By:	Jason Cloutier
Date:	6/14/2021
Quote Expiration:	12/11/2021
Quote Name:	Benton County-ERP-EnerGov TCM Conversion
Quote Number:	2021-129786
Quote Description:	EnerGov TCM attachments

Sales Quotation For
Benton County
620 Market St
Prosser , WA 99350-0630
Phone: +1 (509) 786-5611

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
TCM Conversion - Implementation	24	$0	$0	$0
Project Management	4	$0	$0	$0
Total:			**$0**	**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$0.00	$0.00
Total Tyler Annual		$0.00
Total Tyler Services	$0.00	$0.00
Total Third Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$0.00**	**$0.00**
Contract Total (Excluding Estimated Travel)	**$0.00**	

Detailed Breakdown of Conversions (Included in contract total)

Description	Unit Price	Unit Discount	Extended Price
Conversion Services			
TCM SE - EnerGov Community Development	$6,500	$6,500	$6,500
Less Discount:			*$6,500*
Total:			**$0**

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance	Maint Discount	Maint Net

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: 6/14/2021

Print Name: Jerrod MacPherson P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Comments

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 29, 2021
Subject:	Interagency Agreement between Washington Association of Sheriffs and Police Chiefs and Benton County Sheriff's Office for Registered Sex Offender Address Verification
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Sheriff Hatcher; US Clary; Robert Blain; Ryan Lukson

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

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

Summary / Background Information

The Benton County Sheriff's Office has participated in the Registered Sex Offender Address and Residency Verification Program for several years. Address verification funds are designed to support all aspects of Registered Sex Offender Address Verification and funds are required to be used for face-to-face verification of a sex offender's address at the place of residency.

The Benton County Sheriff's Office was informed that they have been awarded $149,161.00 for the FY 2021-2022 Registered Sex Offender Address and Residency Verification Program.

Fiscal Impact

Amount: Revenue Funds $149,161.00

Fund: Actual expenditures will be paid from Department 121 in Current Expense. This grant was included in the 2021-2022 budget process. No budget adjustment is necessary.

Recommendation

Approve the attached Resolution and interagency agreement authorizing the Benton County Sheriff to sign the attached agreement allowing Benton County's participation in the FY 2021-2022 Registered Sex Offender Address and Residency Verification Program.

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 BENTON COUNTY SHERIFF TO SIGN THE INTERAGENCY AGREEMENT BETWEEN WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS AND BENTON COUNTY SHERIFF'S OFFICE WHICH WILL ALLOW THE BENTON COUNTY SHERIFF'S OFFICE TO PARTICIPATE IN THE FY 2021-2022 REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY VERIFICATION PROGRAM

WHEREAS, the Benton County Sheriff's Office has participated in the Registered Sex Offender Address and Residency Verification Program for several years; and

WHEREAS, address verification funds are designed to support all aspects of Registered Sex Offender Address Verification and funds are required to be used for face-to-face address verifications of registered sex and kidnapping offenders as directed by RCW 9A.44.130; and

WHEREAS, the Benton County Sheriff's Office was informed that they have been awarded $149,161.00 for the FY 2021-2022 Registered Sex Offender Address and Residency Verification Program; and

WHEREAS, additionally, funding from this program will be used to send at least one staff to at least one WASPC OffenderWatch User Group meeting and SONAR Committee Meeting; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached interagency agreement between the Washington Association of Sheriff's and Police Chiefs and Benton County Sheriff's Office for an amount not to exceed $149,161.00 for the FY 2021-2022 Registered Sex Offender Address and Residency Verification Program; and

BE IT FURTHER RESOLVED, the term of the attached interagency agreement will follow the state fiscal year, starting July 1, 2021 and ending June 30, 2022; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff to sign the attached agreement.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Chairman Pro Tem

Attest.....
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCSO
Cc: Auditors, PA, WASPC

L. Small

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS

Registered Sex Offender Address Verification Program

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **BENTON COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the RECIPIENT).

Award Recipient Name and Address:
Benton County Sheriff's Office
7122 Okanogan Place, Bldg. A
Kennewick, WA 99336

Agency Contact: Jerry Hatcher
Title: Sheriff

Project Title
Registered Sex Offender Address Verification

Funding Cycle
July 1, 2021-June 30, 2022

Agreement No:
RSO 2021-22 Benton

Funding Authority:
WA Association of Sheriffs and Police Chiefs

Grant Award:
$149,161.00

Service Area:
Benton County

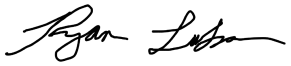
FUNDING SOURCE
Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. Funding awarded the RECIPIENT shall not exceed the amount shown on the award letter.

SCOPE OF SERVICES
The RECIPIENT shall use the funds awarded to meet the following requirements:

- Face-to-face verifications of all registered offenders based on the schedule outlined in the award letter and RCWs 36.28A.230 and 9A.44.135. Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Quarterly report will be submitted electronically by October 10, 2021, January 10, 2022, April 10, 2022, and July 10, 2022. Funds will be disbursed in equal allotments each quarter. Quarterly grant reports must be received by WASPC prior to quarterly grant payments being issued to your agency.
- In-person attendance at least one OffenderWatch User Group and SONAR Committee Meeting. Meeting dates are July 13, 2021, October 12, 2021, January 11, 2022 and April 12, 2022. Agencies that do not participate in at least one OffenderWatch User Group and SONAR Committee meeting in person will be penalized 10% of the final quarter's grant payment.
- Up to date and accurate record entries into OffenderWatch. Any agency not using OffenderWatch to track verifications will not receive that quarter's grant payment.

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

For WASPC		**For RECIPIENT**	
Name:	Steven D. Strachan	Name:	Jerry Hatcher
Title:	Executive Director	Title:	Sheriff
Agency:	WA Assn. of Sheriffs & Police Chiefs	Agency:	Benton County Sheriff's Office
Date:		Date:	
Signature:		Signature:	

Approved as to Form:

Ryan J Lukson, Civil DPA

Washington Association of
SHERIFFS &
POLICE CHIEFS

3060 Willamette Drive NE
Lacey, WA 98516
360-486-2380 (Phone)
360-486-2381 (Fax)
www.waspc.org

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Executive Board

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Washington State Patrol

Chief Gary Jenkins
City of Pullman

Sheriff Mitzi Johanknecht
King County

Sheriff
VACANT

Chief Darrell Lowe
City of Redmond

Chief Rafael Padilla
City of Kent

Sheriff James Raymond
Franklin County

Don Voiret, SAC
FBI—Seattle

Chief Sam White
Lower Elwha Police Department

Steven D. Strachan
Executive Director

June 9, 2021

SHERIFF JERRY HATCHER
BENTON COUNTY SHERIFF'S OFFICE
7122 OKANOGAN PLACE, BLDG. A
KENNEWICK, WA 99336

Dear Sheriff Jerry Hatcher:

Subject: Registered Sex Offender Address Verification Grant Program.

The Washington State Legislature allocated $9.9 million dollars over the 2021-2023 biennium for the Registered Sex Offender Address Verification Grant Program. This year, local agencies will receive $4.81 million dollars to conduct face-to-face address verifications for registered sex and kidnapping offenders as directed by RCW 9A.44.130. In 2010, this grant program was established with the intent that all sex offenders and kidnapping offenders would be verified at their registered address by the Sheriff's Office. This face-to-face address verification is important to maintain accuracy of the Sex Offender Registry and to enforce the sex offender registration laws of Washington State. It is important that this money continue to be used for its intended purpose.

I am pleased to inform you that the **Benton County Sheriff's Office** will receive **$149,161.00** for the Registered Sex Offender Address Verification Program. The grant cycle will follow the state fiscal year, starting July 1, 2021 and ending June 30, 2022. Quarterly grant reports are due on October 10, 2021, January 10, 2022, April 10, 2022, and July 10, 2022. Quarterly grant reports are to be completed electronically and will be emailed to RSO Coordinators. Reports must be received by WASPC prior to quarterly grant payments being issued to your agency.

Address verification funds are designed to support all aspects of Registered Sex Offender Address Verification. Most importantly, funds are required to be used for face-to-face verification of a sex offender's address at the place of residency.

- For Level I Offenders—Face-to-Face Address Verification will occur once every twelve months.
- For Level II Offenders—Face-to-Face Address Verification will occur once every six months.
- For Level III Offenders—Face-to-Face Address Verification will occur once every three months.
- For the purposes of this grant, unclassified offenders and kidnapping offenders are considered level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

Funding from this program will be used to send at least one staff person to at least one WASPC OffenderWatch User Group and SONAR Committee Meeting. Meeting dates are July 13, 2021, October 12, 2021, January 11, 2022 and April 12, 2022.

Address verification data must be entered into the statewide sex offender database, OffenderWatch. WASPC will conduct audits of the OffenderWatch records to confirm verification entries and completeness of records.

Registration, community notification and verification of offenders must follow the applicable state statutes (RCWs 4.24.550, 9A.44.130, 9A.44.135, 36.28A.230, etc.). Any delegation to cities should have signed Memorandums of Understanding (MOUs) clearly defining agreed upon responsibilities.

Please note the following terms will be adhered to for the 2021-2022 Registered Sex Offender Address Verification Program:

- Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Any agency not using OffenderWatch to track verifications will not receive that quarter's grant payment.
- Agencies that do not participate in at least one OffenderWatch User Group and SONAR Committee meeting in person will be penalized 10% of the final quarter's grant payment.
- Quarterly grant reports must be received by WASPC prior to quarterly grant payments being issued to your agency.

Please review the attached interagency agreement and return to the WASPC Office ASAP. If you have any questions please contact Terrina Peterson at (360) 486-2386 or tpeterson@waspc.org.

Sincerely,



Steven D. Strachan
Executive Director

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/29/2021
Subject:	*Amended* Interagency Agreement between the WA State AOC & Benton County
Presenter:	N/A
Prepared By:	Tiffany Deaton
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

On November 10, 2020 Benton County entered into an Interagency Agreement with the State Office of Court Administration for reimbursement of qualified costs for interpreter services. See Resolution 2020-833 attached. On June 11, 2021, The Washington State Administrative Office of the Courts advised that each court participating in the Interpreter Reimbursement Program would receive a 35% increase of funding to their contract.

Fiscal Impact

Benton County will receive an additional $15,406 for a new maximum total of $59,422.00 in qualified reimbursement costs for interpreter expenses through the Superior Court during the period of July 1, 2020 – June 30, 2021.

Recommendation

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign Interagency Agreement #IAA21535 Amendment 1 between the Administrative Office of the Courts and Benton County.

Suggested Motion

N/A – Consent Agenda.

BENTON COUNTY RESOLUTION

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT #IAA21535 AMENDMENT 1 BETWEEN BENTON COUNTY AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, the Board of Benton County Commissioners approved Resolution 2020-833 accepting the interpreter reimbursement funding as outlined in the Interagency Agreement #IAA21535; and

WHEREAS, the Superior Court received notification on June 11, 2021, of an increase to the interpreter reimbursement funding to Benton County for the term commencing July 01, 2020 and terminating on June 30, 2021; and

WHEREAS, Tiffany Deaton, Superior Court Administrator, believes it is in the best interest of the Superior Court that the Amended Agreement between State of Washington Administrative Office of the Courts and Benton County be approved as presented for a term commencing July 1, 2020 and terminating on June 30, 2021 for an increased maximum reimbursement amount of $59,422; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the amended interpreter reimbursement agreement for the term commencing July 01, 2020 and terminating on June 30, 2021 with a new maximum reimbursement amount of $59,422; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign interagency agreement #IAA21535 Amendment 1 between Benton County and the State of Washington Administrative Offices of the Courts on behalf of Benton County.

DATED this _____ day of _____, 2021.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____ ATTEST:
Member

_____ _____
Member Clerk of the Board

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

Prepared by: T. Deaton

Originals (1): 1-BC Commissioners

INTERAGENCY AGREEMENT IAA21535 AMENDMENT 1
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON COUNTY SUPERIOR COURT

THIS AMENDMENT is entered into by and between the Administrative Office of the Courts (AOC) and Benton County Superior Court (Court).

PURPOSE

The purpose of this amendment is to INCREASE the maximum reimbursement amount of the original agreement.

The **Compensation** section 5.a of the original agreement is amended to read as follows:

a) The Court shall be reimbursed a maximum of **$59,422** for interpreter and language access services costs incurred during the period of July 1, 2020 to June 30, 2021. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2021.

All other terms and conditions of the original contract remain unchanged.

AGREED:

Administrative Office of the Courts	**Court**
Signature *Date*	*Signature* *Date*
Name	*Name*
Title	*Title*

Approved as to form:
/s/ Ryan Brown, email approval to avoid delay
Prosecuting Attorney's Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/29/2021
Subject:	Long Term Care
Presenter:	L. Wingfield & K. Ainsworth
Prepared By:	
Reviewed By:	

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

Type of Agenda Item:	**Type of Action Needed:** *(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

Washington Cares Fund is a long-term care program funded by payroll deduction in the form of a tax to Benton County employees unless they have a qualifying plan per Employment Security Department. WCIF is offering a qualifying plan for Benton County employees at the cost of the employee and the HR Department recommends Benton County offer this plan to give employees options.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners authorize HR to work with WCIF to provide an LTC option to employees.

Suggested Motion

I move we authorize the Human Resources Department to work with Washington Counties Insurance Fund to implement a qualifying elective long-term care insurance plan for Benton County Employees.



Long-Term Care – WCIF Offering

Benton County WA Cares Fund Response

About WA Cares Fund (Summarized)

The WA Cares Fund is a long-term care program funded by payroll deduction by employees.

Details

Cost:
0.58% of earnings

Benefit:
$36,500 in services and support in Washington State

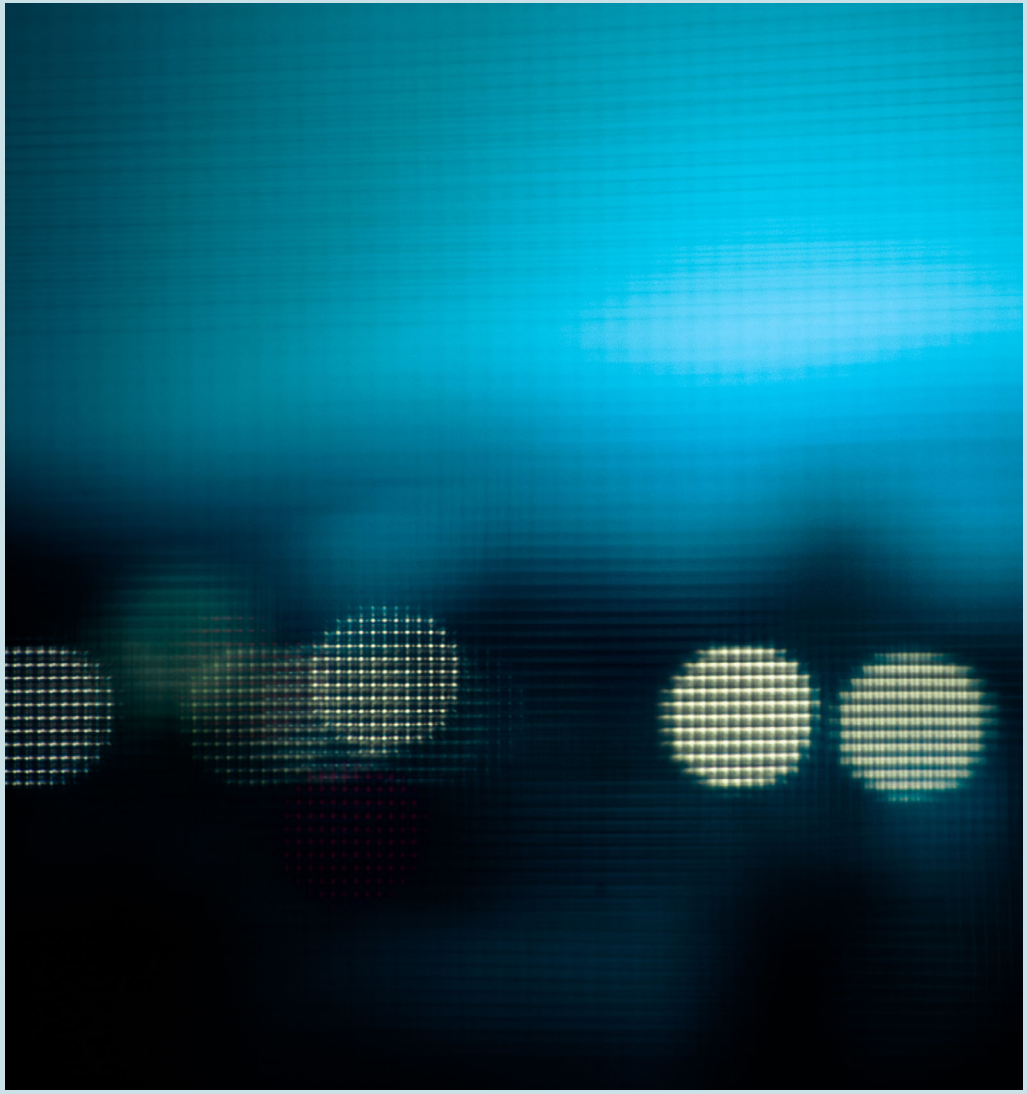
Use Eligibility Summary:
18 years + WA Resident
10-year vesting + 3 ADLs

Dates

Payroll Deduction:
January 1, 2022

Benefit Applications:
January 2025

Exemption Filing:
Purchased By: 11-1-2021
Apply: 10-1-2021 thru 12-31-2022



Exemption

Employees who purchase a qualifying private long-term care insurance plan can apply for exemption.

Exemption Details

-18 Years or Older

-Purchase a qualifying plan before 11-1-2021

-Apply for exemption 10-1-2021 to 12-31-2022

-Once you apply for exemption you will never have access to the WA Cares Fund benefit

-Exemptions must be submitted to Employment Security Department

-More information coming on this process

WCIF – Trustmark

Universal Life Insurance + Long Term Care Rider Plan

Underwriting

$25K-$150K –No

$150K-$300K –Yes

Eligibility Residence

Anywhere in the United States except Oregon

Long-Term Care Rider

=monthly benefit of 4% of Death Benefit up to 25 months

Eligibility – Work Status

Employees working 20 hours per week qualify.

Eligibility Age

Age: 18-64 (No Underwriting w/ limits)

Age 65-70 (Simplified Underwriting)

Portability

Coverage is Portable



Dates to Remember

Jul 8
- Census due to WCIF

Aug 2
- Special open enrollment begins

Aug 27
- Special open enrollment ends. Last day to purchase LTC policy through WCIF.

Oct 1
- Exemption Applications Begin with ESD

Oct 31
- Last day to purchase private LTC policy.

Jan 1, 2022
- Payroll Deduction Begins

Dec 31, 2022
- Exemption Application Deadline