

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 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/agenda/commissioners>

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, May 3, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes
❖ **April 26, 2022**

Review Agenda

Consent Agenda

Auditor

- a. Surplus & Disposition of Personal Property
- b. Changing Precinct Boundaries in Conjunction w/Redistricting

Commissioners

- c. Appointment of Cheryl Farabee to the Benton County Noxious Weed Control Board

Juvenile

- d. Contract w/Calvert Technical Services for As Needed Security System Maintenance & Repair
- e. Contract w/Kristi Hunziker for Assessment & Treatment Services to Time Adjudicated Sex Offenders

Public Works

- f. Award of Bituminous Surface Treatment Area 6 & Edge Repair to American Rock Products
- g. Granting Franchise to Wholesail Networks for Telecommunications Network System & Facilities in County Road Rights of Way

h. Equipment Rental Agreement w/WA State Department of Transportation

Purchasing

i. Accepting Work Performed by V K Powell Construction, LLC for Courthouse Upgrades Project

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

Public Hearing

Amending Six-Year Transportation Improvement Program ~ M Mahoney

Scheduled Business

Public Safety Tax Request for Proposal Update ~ M Rasmussen

Other Business

Executive Session

Evaluate Qualifications of Candidate for Public Employment ~ Commissioner McKay, R Blain, K Ainsworth

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, April 26, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Robert Blain, Operations & Capital Programs; Clerk Josie Delvin; Treasurer Ken Spencer.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of April 19, 2022 were approved.

Agenda Review

No changes.

Consent Agenda

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

Auditor

- a. Line Item Transfer, Fund No. 0000-101, Dept. 102 for Office Assistant IV Positions

Board of Equalization

- b. Re-Appointment of John Deichman to the Board of Equalization

Commissioners

- c. Memorandum of Understanding w/Washington Municipalities for Distribution of Funds From the Opioid Distribution Settlement
- d. Recognizing April 30, 2022 as Therapy Animal Day

Information Technology

- e. Addendum w/PageFreezer Software for Social Media Archiving Services
- f. One Year Scanner Hardware Maintenance Contract w/ImageSource, Inc.

Juvenile

- g. Amendment No. 1 to Contract w/Lutheran Community Services Northwest for Professional Services

Office of Public Defense

- h. District Court Public Defense Agreement w/Michelle Dorsett, Amending Resolution 2021-821
- i. Early Termination Notice of District Court Public Defense Contract w/Summer Rife
- j. Early Termination Notice of Superior Court Public Defense Agreement w/Scott Rodgers

Public Works

- k. Granting Franchise to Eaton Park Improvement Club, Inc. for Domestic Water System & Facilities In County Road Rights of Way

Purchasing

- l. Agreement w/Grant County for Mutual Use of Jail Facilities
- m. Contract Change Order No. 1 w/Booth & Sons Construction for the Moderate Risk Waste Facility Project
- n. Memorandum of Understanding w/Amerigroup Washington, Inc. for Managed Medicaid Services
- o. Contract w/Performance Validation for Commissioning Services for the Administration Building
- p. Contract w/DLR Group for Juvenile Justice Center Feasibility/Space Needs Assessment Project

Public Comment

None.

Elected Officials Salaries for Years 2025 & 2026

Mr. MacPherson presented the Resolution Setting the Salaries for Elected Officials. He said this was the third discussion regarding this matter and based on direction given, was presented to the Board for final consideration. It included an increase of 2.25% for the Assessor, Auditor, Clerk, Coroner, and Treasurer for years 2025 and 2026, except the Commissioners would receive no increase in those two years. It also included placing the Sheriff at 7% above all elected officials beginning in 2023.

Commissioner Delvin said he wanted to reiterate he was not in favor of this proposal, and it was nothing against the current Sheriff. He said he did not see why there should be a difference between the elected officials, as they all had the same liability, and all had the same responsibilities.

MOTION: Commissioner Small moved to approve the Resolution Setting Salaries for Elected Officials in Benton County and Amending Resolution 2020-511. Chairman Pro Tem McKay seconded and upon vote, the motion carried with Commissioner Delvin opposing.

Other Business

None.

Accounts Payable

Check Date: 04/22/2022

Warrants #: 230958-231205
Total all funds: \$1,820,058.73

EFT's #: 2245-2247
Transfers #: 04222201-04222205
Total all funds: \$144,332.03

Resolutions

- 2022-282: Line Item Transfer, Fund No. 0000-101, Dept. 102 for Office Assistant IV Positions
- 2022-283: Re-Appointment of John Deichman to the Board of Equalization
- 2022-284: Memorandum of Understanding w/Washington Municipalities for Distribution of Funds From the Opioid Distribution Settlement
- 2022-285: Recognizing April 30, 2022 as Therapy Animal Day
- 2022-286: Addendum w/PageFreezer Software for Social Media Archiving Services
- 2022-287: One Year Scanner Hardware Maintenance Contract w/ImageSource, Inc.
- 2022-288: Amendment No. 1 to Contract w/Lutheran Community Services Northwest for Professional Services
- 2022-289: District Court Public Defense Agreement w/Michelle Dorsett, Amending Resolution 2021-821
- 2022-290: Early Termination Notice of District Court Public Defense Contract w/Summer Rife
- 2022-291: Early Termination Notice of Superior Court Public Defense Agreement w/Scott Rodgers
- 2022-292: Granting Franchise to Eaton Park Improvement Club, Inc. for Domestic Water System & Facilities In County Road Rights of Way
- 2022-293: Agreement w/Grant County for Mutual Use of Jail Facilities
- 2022-294: Contract Change Order No. 1 w/Booth & Sons Construction for the Moderate Risk Waste Facility Project
- 2022-295: Memorandum of Understanding w/Amerigroup Washington, Inc. for Managed Medicaid Services
- 2022-296: Contract w/Performance Validation for Commissioning Services for the Administration Building
- 2022-297: Contract w/DLR Group for Juvenile Justice Center Feasibility/Space Needs Assessment Project

2022-298: Setting Salaries For Elected Officials in Benton County and Amending Resolution
2020-511

There being no further business before the Board, the meeting adjourned at approximately 9:05
a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 3, 2022	
Subject:	Declaration of Surplus Property	
Presenter:		
Prepared By:	M. Gutierrez	
Reviewed By:	L. Roe	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of.

Fiscal Impact

0

Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibits can be declared surplus and disposed of as submitted.

Suggested Motion

Approve as part of the Consent Agenda

M. Gutierrez

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SURPLUS AND DISPOSITION OF PERSONAL PROPERTY, IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the County's Personal Property Management Policy, Resolution No. 07-752, sets forth the policies and procedures for surplus and disposition of personal property; and

WHEREAS, pursuant to the policy, the Benton County Auditor is the Personal Property Manager for the County; and

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **NOW, THEREFORE**,

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of in one of the following manners, as may be determined by the Personal Property Manager depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, donation to the poor and infirm, or recycled.

Dated this _____ day of _____, 2022.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

SURPLUS

Auditor

- 1 laptop bag

ER&R

- 2016 Ford Police Interceptor Utility, Vehicle #S16-04, Plate # B2753C
VIN 1FM5K8AR1GGB81361
- 2015 Ford Police Interceptor Utility, Vehicle #S15-10, Plate # B0790C
VIN 1FM5K8AR6FGC08827
- 2007 Chevrolet Impala, Vehicle #, Vehicle #S07-01, Plate #016WEA
VIN 2G1WS58R279287483
- Kubota L2900 Tractor
- 1984 V150 Parts
- Tool Box
- Work Light
- Battery Tester

Sheriff

- 1996 Chevrolet Blazer
VIN 1GNDDT13W412188052
- 1998 Honda Accord
VIN 1HGCG5650WA025025

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 3, 2022	
Subject:	CHANGING PRECINCT BOUNDARIES IN CONJUNCTION WITH REDISTRICTING	
Presenter:		
Prepared By:	Amanda Hatfield	
Reviewed By:	Brenda Chilton	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

Following completion of the 2020 census; Washington State, Benton County, and the Benton County Public Utility District submitted to the Benton County Auditor redistricting plans for their respective districts pursuant to 29A.76.010. Upon completion of the 2020 Redistricting process, a new Legislative District was incorporated into Benton County, Legislative District #15.

Fiscal Impact

0

Recommendation

As a result of the completion of the 2020 Redistricting process, a new Legislative District was incorporated into Benton County, Legislative District #15. The Benton County Auditor-Election Division and GIS have worked to identify precincts that need modification pursuant to RCW 29A.16 and updates to the Benton County voting precincts have been submitted;

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING PRECINCT BOUNDARIES IN CONJUNCTION WITH REDISTRICTING PURSUANT TO RCW 29A.76 AND 29A.16

WHEREAS, Washington State, Benton County, and the Benton County Public Utility District submitted to the Benton County Auditor redistricting plans for their respective districts pursuant to 29A.76.010; and

WHEREAS, upon the completion of the 2020 Redistricting process, a new Legislative District was incorporated into Benton County, Legislative District #15; and

WHEREAS, the Benton County Auditor-Election Division and GIS worked to identify precincts that need modification pursuant to RCW 29A.16; **NOW, THEREFORE**,

BE IT RESOLVED the following precinct updates in Benton County are modified and updated as listed in the attached Exhibit A; and

BE IT RESOLVED the precinct updates in Benton County will be effective May 3, 2022.

Dated this _____ day of _____, 2022.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

A. Hatfield

EXHIBIT A

State of Washington Legislative District Precinct Changes

Precincts that were in Legislative District #8 – Will now be in Legislative District #16
4010, 4009, 3520, 2570, 3535, 2575, 4011, 4004, 3510, 2585, 3545, 2580, 4016, 4101, 3505,
2600, 3555, 2601, 4009, 4014, 3500, 2626, 3560, 2620, 4012, 4003, 3515, 1645, 3557, 1408,
3558, 2574, 3525, 2590, 4019, 4008, 3559, 2610, 3530, 2605, 4013, 1407, 3556, 2615, 2560,
2625, 4001, 4102, 3550, 5631, 2565, 1646, 4002, 1404, 3540, 4007, 2595, 4017, 4005.

Precincts that were in Legislative District #16 – Will now be in Legislative District #8
2632, 5627, 1692, 5625, 6311, 1406.

Precincts that were in Legislative District #16 – Will now be in Legislative District #15
96, 97, 98, 99, 1061, 1292, 1290, 2407, 3101, 2409, 2408, 1291.

Precincts that were in Legislative District #8 – Will now be in Legislative District #15
1060, 3104

Commissioner District Precinct Changes

Precincts that were in Commissioner District #1 – Will now be in Commissioner District #2
1060, 1061, 4103, 6285, 6293, 6295

Precincts that were in Commissioner District #2 – Will now be in Commissioner District #1
97, 98, 1669, 3104, 4010

Precincts that were in Commissioner District #2 – Will now be in Commissioner District #3
1420, 1645, 1655, 1656, 1657, 2600, 2601, 2605, 2615, 2620, 2625, 2626, 2632, 5631

Precincts that were in Commissioner District #3 – Will now be in Commissioner District #2
1681, 1686, 1240, 1683, 1674, 1690, 1675, 1685, 1240.

Benton County Public Utility District (PUD) Precinct Changes

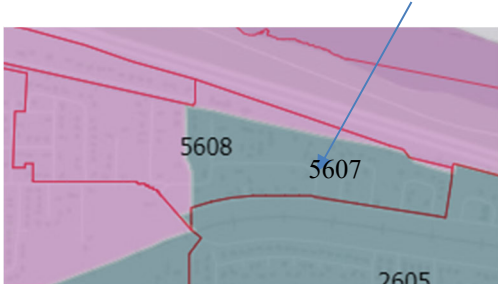
Precincts that are now part of PUD Commissioner District #1
1645, 1646, 1660, 1664, 1667, 1668, 1669, 1670, 2560, 2565, 2570, 2580, 2585, 2590, 2600,
2601, 2605, 2610, 2615, 2625, 2626, 3500, 3505, 3510, 3511, 3515, 3520, 3525, 3530, 3535,
5608, 5615, 5619, 5621, 5622, 5623, 5624, 5628.

Precincts that are now part of PUD Commissioner District #2
1020, 1021, 1022, 1023, 1060, 1061, 1090, 1091, 1240, 1241, 1290, 1291, 1292, 1360, 1362,
1363, 1364, 1365, 1400, 1402, 1403, 1404, 1412, 1413, 1420, 1422, 1690, 1691, 2401, 2403,
2404, 2405, 2406, 2407, 2408, 2409, 2632, 2633, 2636, 2641, 3001, 3002, 3003, 3101, 3102,
3104, 3105, 3106, 3107, 3553, 3557, 3558, 3559, 4103, 450, 455, 460, 465, 470, 5602, 5606,
5609, 5626, 5629, 5632, 5638, 96, 97, 98, 99.

Precincts that are now part of PUD Commissioner District #3

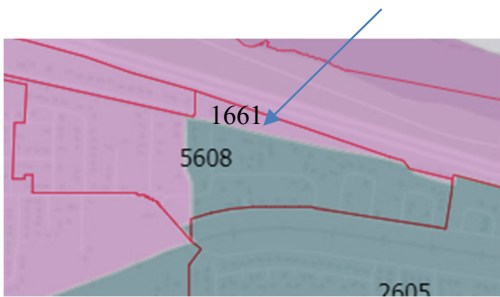
1406, 1406, 1409, 1414, 1650, 1651, 1655, 1656, 1657, 1663, 1665, 1674, 1675, 1676, 1680, 1681, 1682, 1683, 1685, 1686, 2574, 2575, 2595, 2620, 2630, 2634, 2635, 2637, 2638, 2639, 2640, 3516, 3540, 3545, 350, 3551, 3552, 3555, 3556, 3560, 5613, 5625, 5627, 5630, 5631, 5636, 5637, 5639, 6311, 6313, 6320.

New precincts numbers based off Legislative splits or Commissioner District splits:



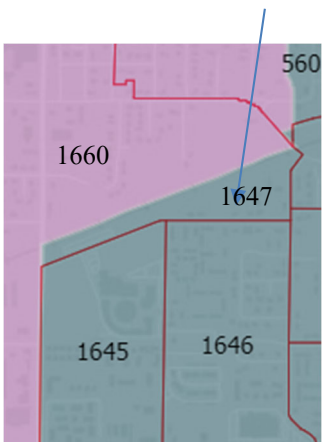
5607 (Former portion of 5608)

Legislative District #16 (5608 piece will remain in Legislative District #8), Commissioner District #2

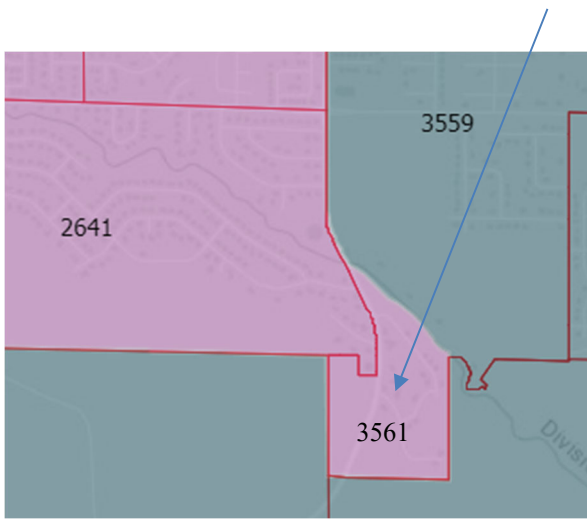


1661 (Former portion of 5608 – Is not within the City of Kennewick Boundaries)

Legislative District #8, Commissioner Dist #2, Unincorporated Benton County

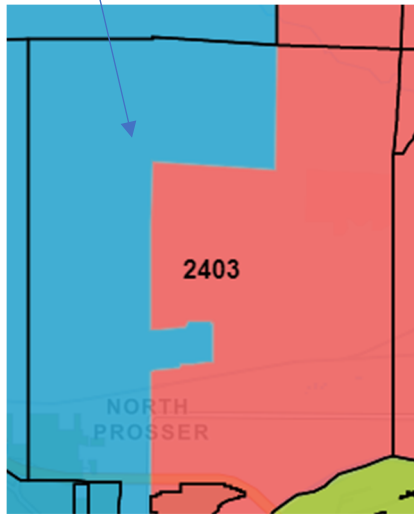
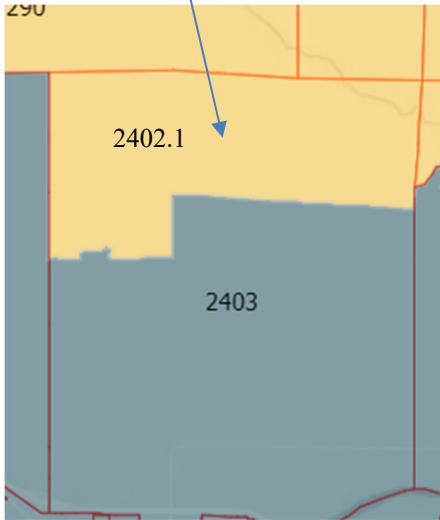


1647 (Former portion of 1660 – Legislative split between Legislative Dist. #8 & #16)
Legislative District #16 (1660 Piece will remain in Leg #8), Commissioner District #2



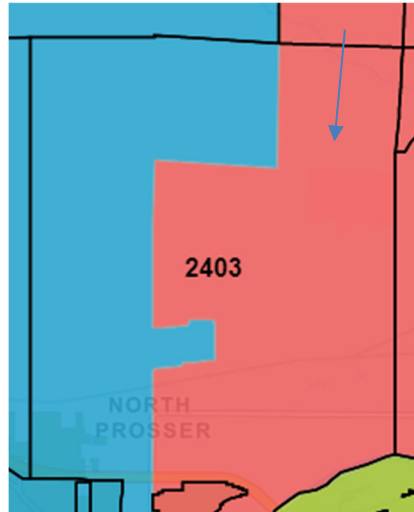
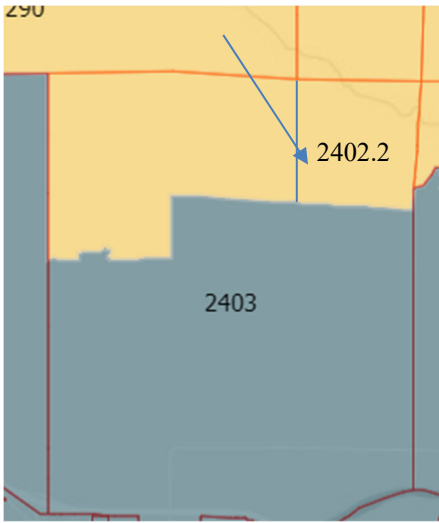
3561 (Former portion of 3559 – Legislative split between Legislative Dist. #8 & #16)

Legislative District #8 (3559 piece will remain in Legislative District #16), Commissioner District #3



2402.1 (Former portion of 2403 – Legislative split between Legislative Dist. #15 & #16 and split between Prosser School District Directors)

Legislative District #15, Commissioner District #2, Prosser Consolidated School District #116, Prosser School Director District #2

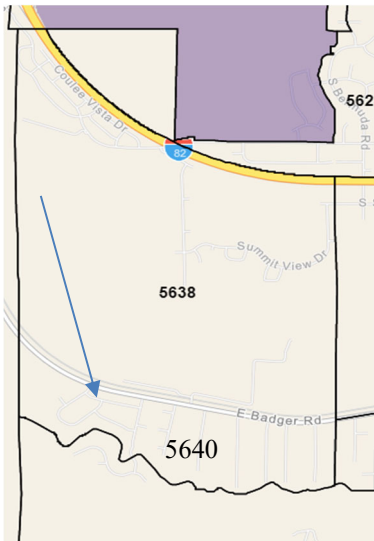


2402.2

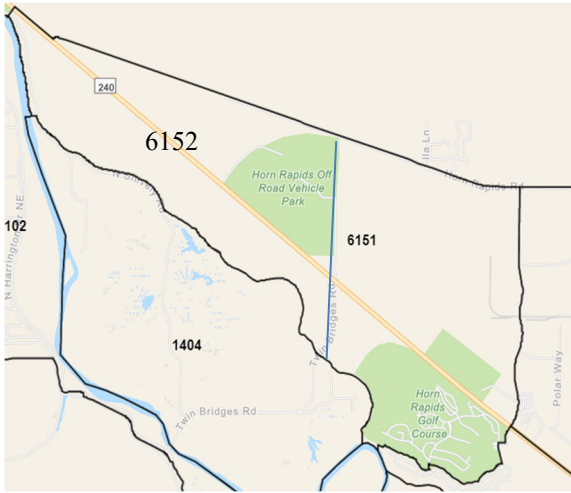
Legislative District #15, Commissioner District #2, Prosser Consolidated School District #116, Prosser School Director District #1

New Precincts based on registered voter total being over the 1,500 limit required by State statute:

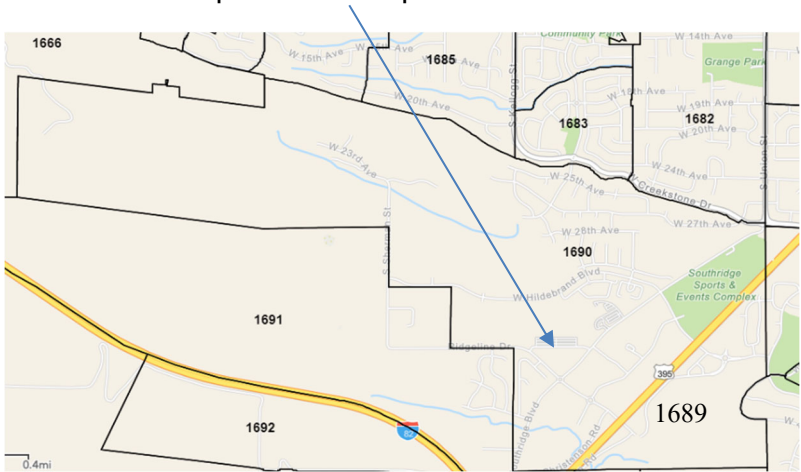
Precinct **5638** Will create a southern boundary from the existing West boundary of 5638 following E. Badger Rd. extending to the existing East boundary of 5638. All area south of E. Badger Rd that is currently a part of 5638 will now be part of the new precinct named **5640**.



Precinct **6151** Will create a new boundary running North and South along Twin Bridges Rd. extending from the existing North boundary to the existing South boundary. All area to the West of Twin Bridges Rd. will be a part of the new precinct named **6152**.



Precinct **1690.1** – Will create a new boundary running Northeast from the existing West boundary to the existing East boundary. All area to the South of Southridge Blvd. that is currently a part of 1690.1 will be a part of a new precinct named **1689.1**.



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	5/3/22	
Subject:	Appt of Cheryl Farabee to the Benton County Noxious Weed Control Board	
Presenter:	--	
Prepared By:	P Brown	
Reviewed By:	M Flores	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

The Commissioners' Office was notified that there is a vacancy with the Benton County Noxious Weed Control Board for Area 3. Noxious Weed has recommended the appointment of Cheryl Farabee to fill the vacancy.

Fiscal Impact

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Recommendation

That the Commissioners review the attached application for appointment from Benton County Noxious Weed requesting consideration in appointing Cheryl Farabee to fill the vacancy.

Suggested Motion

-N/A – this is on consent

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTMENT OF CHERYL FARABEE TO AREA 3 OF THE BENTON COUNTY NOXIOUS WEED CONTROL BOARD

WHEREAS, there is currently a vacancy on the Benton County Noxious Weed Control Board representing Area 3; and

WHEREAS, requests for applications were requested and accepted in accordance with RCW 17.10.050; and

WHEREAS, Cheryl Farabee has expressed an interest in serving as the representative for Area 3; and

WHEREAS, the Board of Benton County Commissioners desires to appoint Cheryl Farabee to fill the four-year position, **NOW, THEREFORE**,

BE IT RESOLVED that pursuant to RCW 17.10.050, the Board of Benton County Commissioners hereby appoints Cheryl Farabee to serve the four-year term to Area 3 of the Noxious Weed Control Board; said term expiring March 16, 2026.

Dated this ____ day of _____, 2022

Chairman of the Board

Chairman Pro Tem

Member

Benton County Noxious Weed Control Board

1841 Terminal Dr
Richland, WA 99354
(509) 943-6005



Application for Appointment
To the
Benton County Noxious Weed Control Board
For a
Vacant Board Position

1. Contact Information

Name: Cheryl K. Farabee	
Telephone: [REDACTED]	
Resident Address: 2404 Olympia St., Richland, WA 99354	
Mailing Address (if different):	

2. Are you engaged in the primary production of agricultural product?

Yes No

If yes, please give a brief description of your agricultural production activity:

3. Please give a brief description of your background and why you are interested in seeking appointment to the Benton County Noxious Weed Control Board:

Extensive gardening background. I want to learn more about what is healthy for the environment and what is not.

Signature

Cheryl K. Farabee

Date 15 May 2022

BENTON COUNTY NOXIOUS WEED CONTROL BOARD
 1841 Terminal Dr
 Richland, WA 99354
 (509) 943-6005

**NOMINATION
 FOR
 BOARD OF DIRECTORS
 AREA 3**

The below **10** signatures represent registered voters that live within the boundaries of the area represented by the Director for Area 3.

Nomination For: ___ Cheryl Farabee

Date Name Signature Address

3/25/22	Timothy ^{clark} Mills	Timothy Clark Mills	2404 olympia Street Richland, WA 99354
29 mar 22	Cheryl K. Farabee	C Farabee	2404 olympia st Richland WA 99354
4-13-22	JACK Derderinn	Jack Der	624 Botaka Loop Benton City, WA 99320
4-8-22	Sherri Campbell	Sherri Campbell	626 Botaka Loop Benton City, WA
4-13-22	Lisa Hickey	L Hickey	628 Botaka Loop Benton City WA
4/13/22	Sean Storm	Sean Storm	630 Botaka Loop Benton City WA
4/13/22	Ricardo Rodrgs	Ricardo Rodrgs	615 Botaka Loop
4/13/22	Will Summers	Will Summers	620 Botaka Loop
4/13/22	Janice Mays	Janice Mays	432 S. 38th Ave
4/14/22	Konrad Kaw	Konrad Kaw	622 Botaka Loop West Richland Benton City WA 99353



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/26/22 BC 05/03/22
Subject:	Public Works Contract with Calvert Technical Services Inc.
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Currently the electronic security system in the Juvenile Detention Center is over 20 years old and is experiencing constant technical difficulties. This system remotely controls the doors, intercom communications and video surveillance within the detention facility and is central to providing a safe and secure environment for both the residing youth and employees.

A request for public works bids was solicited for "as needed" maintenance and repair to the Juvenile Detention Center security system. Benton-Franklin Juvenile received the following proposals:

- Calvert Technical Services Inc., Davenport, WA (UBI 602-177-065) - \$8,470.80 including WSST
- ARC Security Intergration, Inc., Spokane, WA (UBI 603-369-579) - No Response
- Accurate Electric Unlimited, Inc., Vancouver, WA (UBI 602-966-034) - Declined
- Corrections Technology Group, LLC, Spokane, WA (UBI 603-549-087) - Unable to provide a quote for parts and labor.

After reviewing responses, the Facilities Supervisor, recommends contracting with Calvert Technical Services, Inc. as they are the only company familiar with the current issues plaguing the Juvenile Detention Center electronic security system. Due to the age of the analog system, it has become a hardship to obtain parts, however, Calvert Technical Services, Inc. is the only company that has critical components on hand.

The term of this Contract shall begin on the last date signed and shall expire on June 30, 2023.

Fiscal Impact

Amount not to exceed \$10,000 including WSST to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

Recommendation

The Interim Juvenile Administrator determined that Calvert Technical Services, Inc. was the only responsive bidder, and recommends awarding contract to Calvert Technical Services, Inc.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING CALVERT TECHNICAL SERVICES, INC. A PUBLIC WORKS CONTRACT FOR "AS NEEDED" MAINTENANCE AND REPAIR TO THE JUVENILE DETENTION CENTER SECURITY SYSTEM AT THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, the following proposals were solicited for "as needed" maintenance and repair and received the following bids:

- Calvert Technical Services, Inc., Davenport, WA (UBI 602-177-065) - \$8,470.80 including WSST
- ARC Security Integration, Inc., Spokane, WA (UBI 603-369-579) – No Response
- Accurate Electric Unlimited, Inc., Vancouver, WA (UBI 602-966-034) – Declined
- Corrections Technology Group, LLC, Spokane, WA (UBI 603-549-087) – Unable to provide a quote for parts and labor

WHEREAS, the Benton Franklin Counties Juvenile Justice Center Interim Administrator reviewed the proposals and recommends contracting with Calvert Technical Services, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Juvenile Interim Administrator's recommendation and hereby award Calvert Technical Services, Inc. the Public Works Contract for "as needed" maintenance and repair services for the Juvenile Detention Center security system for an amount not to exceed \$10,00.00 including WSST; and

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

BE IT FURTHER RESOLVED, the term of the attached contract shall commence on the last date signed and shall expire on June 30, 2023.

DATED this _____ day of _____ 2022
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2022
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PUBLIC WORKS CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 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 "COUNTIES"), and **Calvert Technical Services Inc.**, a corporation organized under the laws of the State of Washington with its principal offices at 25709 Calvert Drive N, Davenport, WA 99122-5225 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Quote Received April 5, 2022; and
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on **June 30, 2023**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide maintenance services and repairs, as necessary for the Benton-Franklin Juvenile Justice Center Detention facility Camera Switch, Multi Plexor, PLC and Monitors located at 5606 W. Canal Drive, Kennewick, Washington. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Quote", which is attached hereto and incorporated herein by reference.

- b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTIES' Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- d. The COUNTIES does not guarantee utilization of this contract. The COUNTIES may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTIES.
- e. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- f. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- g. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- h. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

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: Shannon Calvert
Address: POB 1210, 25509 Calvert Drive N
Davenport, WA 99122
Phone: (509) 842-8290
Email: scalvert@calverttech.net

b. For COUNTIES:

Name: David Wheeler, Interim Administrator
Address: 5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 737-2745
Email: David.Wheeler@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid as set forth in Exhibit A, "Quote", which is attached hereto and incorporated herein by reference, including W.S.S.T.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Ten Thousand Dollars (\$10,000.00) including W.S.S.T.
- c. The CONTRACTOR shall have received training on the requirements related to public works and prevailing wage or, have completed three (3) or more public works projects and have had a valid business license in Washington for three (3) or more years and exempt from required training in RCW 39.04.350.
- d. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTIES' Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTIES' Contract Representative. No final

payment will be made until the affidavit is provided. COUNTIES require that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- e. The CONTRACTOR may invoice the COUNTIES for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per Contract and one Affidavit of Wages Paid per Contract.
- f. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

- a. The CONTRACTOR may submit invoices to the COUNTIES for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTIES as required in Section 3.c. of this Contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov> and then forward a copy of the statement to the COUNTIES' Contract Representative.
- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTIES. The COUNTIES shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTIES shall authorize payment when the work billed is accepted by the COUNTIES and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the

CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

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

8. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTIES or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTIES or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood

by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.

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

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for

such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

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

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

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

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.

All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be

reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton-Franklin Counties Risk Manager at the following addresses: 5606 West Canal Drive, Suite 106, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton and Franklin COUNTIES with a Performance Bond and Labor and Materials Payment Bond, in addition to the 5% being withheld for retainage, with sufficient sureties acceptable to Benton and Franklin Counties, in an amount equal to one hundred percent (100%) of the Contract sum as security for the performance by the CONTRACTOR of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute

a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

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

13. INSPECTION OF BOOKS AND RECORDS

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

expiration.

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for 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 COUNTIES pursuant to this Contract or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTIES. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state,

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

18. NONDISCRIMINATION

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

19. DISPUTES

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

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and

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

21. ENTIRE AGREEMENT

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

22. NOTICES

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

23. SEVERABILITY

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

24. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR

receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

25. PUBLIC RECORDS ACT

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

26. SURVIVABILITY

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

27. CONFIDENTIALITY

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

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.

The parties specifically certify that the provisions contained within Section 9 are mutually negotiated.

Calvert Technical Services Inc.	Benton-Franklin Counties Juvenile Justice Center
<i>Shannon Calvert</i> 4/15/22	<i>[Signature]</i> 4/19/2022
Shannon Calvert Owner	David Wheeler Interim Juvenile Court Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form: <i>[Signature]</i> 04/19/22	Approved as to Form:
Stephen Hallsfrom, Deputy Prosecuting Attorney	Jennifer Johnson, Civil Deputy Prosecuting Attorney
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board: _____

BENTON-FRANKLIN COUNTIES
JUVENILE DEPARTMENT

Vendor Quote Form

Date:	4/5/2022
Vendor Name:	Calvert Technical Services, Inc
Vendor Address:	25709 Calvert Dr N Davenport, WA 99122
Vendor Phone Number:	509-842-8290
Price Including WSST:	8500.00
Expiration Date:	7/5/2020
Notes:	
Are you on the MRSC (Municipal Research and Services Center) list?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
UBI#	602-177-065
Item(s) being purchased:	computer, intercom hardware, camera parts

Vendor Contact Agent Name: Shannon Calvert

Signature: Shannon Calvert

Title: President

Estimate

Date	Estimate #
4/5/2022	2455



CALVERT TECHNICAL SERVICES INC.
 P.O. Box 1210
 Davenport WA 99122
 Phone 509-842-8290

Name / Address
Benton-Franklin County Juvenile Facility 5606 W. Canal, Suite 106 Kennewick, WA 99336

P.O. No.	Due Date	Project
	5/5/2022	Service Call

Item	Description	Qty	Rate	Total
On Site Time	On Site Time maintenance trouble shooting and repairs of cameras, intercoms and door control system	1	7,800.00	7,800.00T

Subtotal		\$7,800.00
Sales Tax (8.6%)		\$670.80
Total		\$8,470.80

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 4/14/2022

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Benton	Electrical Fixture Maintenance Workers	Journey Level	\$34.23		<u>1</u>		View
Benton	Electronic Technicians	Journey Level	\$46.20	<u>5I</u>	<u>1B</u>		View
Franklin	Electrical Fixture Maintenance Workers	Journey Level	\$14.49		<u>1</u>		View
Franklin	Electronic Technicians	Journey Level	\$46.20	<u>5I</u>	<u>1B</u>		View

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/19/22 BC 05/03/22
Subject:	Personal Services Contract with Kristi Hunziker
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

Summary / Background Information

Kristi Hunziker is a certified sex offender treatment provider and provides assessment and treatment services to the Special Sex Offender Disposition Alternative (SSODA) program.

Mrs. Hunziker's current contract expires June 30, 2022. The Benton-Franklin Counties Juvenile Justice Center wishes to continue contracting with Mrs. Hunziker. The attached Personal Services Contract commences on July 1, 2022 and expires on June 30, 2024.

Fiscal Impact

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

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Kristi Hunziker and Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING KRISTI HUNZIKER A PERSONAL SERVICES CONTRACT TO PROVIDE SERVICES AND TREATMENT TO FIRST-TIME ADJUDICATED SEX OFFENDERS

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

WHEREAS, Benton and Franklin Counties has a contract with Kristi Hunziker to provide services and treatment to first time adjudicated sex offenders from May 1, 2020 through June 30, 2022 via Benton County Resolution numbered 2020-326 and Franklin County Resolution numbered 2020-100; and

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

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

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

BE IT FURTHER RESOLVED, the term of the attached Contract commences July 1, 2022 and expires on June 30, 2024.

DATED this ____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the **Benton-Franklin Counties Juvenile Justice Center**, a bi-county agency located at 5606 West Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **Kristi Hunziker**, with her principal office at 5219 West Clearwater Avenue, Kennewick, Washington 99336 (hereinafter "CONTRACTOR").

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

1. **DURATION OF CONTRACT**

The term of this Contract shall begin on **July 1, 2022** and shall expire on **June 30, 2024**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. **SERVICES PROVIDED**

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

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

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

- g. Amenability to treatment and risk to the community.
2. Develop a proposed treatment plan that includes:
 - a. Frequency and type of contact between offender and treatment providers;
 - b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
 - c. Monitoring plans including any requirement regarding living conditions; lifestyle requirements, and monitoring by family members, legal guardians, or others;
 - d. Anticipated length of treatment, and
 - e. Recommended crime-related prohibitions.
 3. Provide treatment that complies with WAC Chapter 246-930 and the rules adopted by the Department of Health, and that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the CONTRACTOR in the group treatment room located at the Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator.
 4. Submit, at the request of the Juvenile Probation Counselor, a six-month Court Review Treatment Report, that includes at minimum the following: Dates of attendance, respondent's compliance with requirements, treatment activities, respondent's relative progress in treatment, formal risk assessments to include at minimum the Structured Assessment of Violence Risk Youth (SAVRY) and Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR), modifications to the treatment plan, and any other material specified by the court at the time of disposition.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

3. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Kristi Hunziker
412 South 12th Avenue
Yakima, WA 98902
Phone: (509) 304-9025
Email: hunzykris@yahoo.com
- b. For COUNTIES: David Wheeler, Interim Administrator
5606 West Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 737-2745
Email: David.Wheeler@co.benton.wa.us

4. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rate of \$85.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.
- b. At the rate of \$800.00 for each typed assessment that meets SSODA requirements.

- c. At the rate of \$170.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- d. At the rate of \$75.00 per hour for Provider meetings.
- e. At the flat rate of \$75.00 for each six-month Court Review Treatment Report.
- f. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).
- g. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- h. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- i. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- j. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- k. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

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

6. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees or agents.
- b. In any and all claims against the COUNTIES and its officers, officials, employees and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives

any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [6] shall survive termination and expiration of this Contract.

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

7. INSURANCE

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

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

- c. **Workers Compensation:** CONTRACTOR acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

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

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

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

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

COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [6]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions:**

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

contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section [7(a)], shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability and Auto Liability shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 3.b.
3. All written notices under this Section [7] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3.b.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract

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

8. **TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.
- d. The CONTRACTOR shall have a right to terminate this Agreement upon ten (10) days advance written notice to the COUNTIES in the event the COUNTIES fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [4] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES' benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES' employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor,

employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.

- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative or designee.

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

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

a. Background Check/Criminal History

- 1. CONTRACTOR shall authorize Counties to conduct a background check of the CONTRACTOR. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of CONTRACTOR, involve fingerprinting.
- 2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR and/or Counties shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- 3. In addition, the CONTRACTOR and/or Counties may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or

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

b. Sexual Misconduct

1. The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
2. The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [6] and [17]); extended reporting period requirements for professional liability insurance (Section [7(a)]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 3, 2022	
Subject:	Award contract for 2022 BST Area 6 and Edge Repair to American Rock Products	
Presenter:		
Prepared By:	J. Liner	
Reviewed By:	D. D'Hondt	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

Summary / Background Information

Per Resolution 2022-215 a call for bids was advertised for C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair (CB22-04). On April 14, 2022, three bids were received and opened in the amounts as follows Tommer Construction \$3,463,290.35, Central Washington Asphalt \$3,175,000.00 and American Rock Products \$3,072,222.00. American Rock Products was the lowest bidder at \$3,072,222.00. The County Engineer recommends award of the bid to American Rock Products.

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

Fiscal Impact

Amount: \$3,072,222.00

Fund: Road Fund (0101101)

Recommendation

It is recommended by the County Engineer that the Board concur and award the contract for C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair to American Rock Products.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING C.E. 2133 SMP – 2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR TO AMERICAN ROCK PRODUCTS, YAKIMA, WASHINGTON

WHEREAS, the County Engineer scheduled a bid call for C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair; and

WHEREAS, three bids were received and opened on April 14, 2022, and are as set forth on the attached tabulation

AMERICAN ROCK PRODUCTS (AMERIRP821DR) Yakima, Washington	\$3,072,222.00
CENTRAL WASHINGTON ASPHALT, INC. (CENTRWA181PG) Moses Lake, Washington	\$3,175,000.00
TOMMER CONSTRUCTION COMPANY, INC. (TOMMECC159LF) Ephrata, Washington	\$3,463,290.35

WHEREAS, the County Engineer recommends award of the bid to American Rock Products, Yakima, Washington as the lowest bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners concurs with the County Engineer’s recommendation and awards the bid for C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair to American Rock Products, Yakima, Washington in the amount of \$3,072,222.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners directs staff to prepare a contract with American Rock Products to be brought back to the Board for approval at a later date.

Dated this 3rd day of May, 2022.

Chairman.

Chairman Pro-Tem.


Member.

Attest: _____
Clerk of the Board

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

PROJECT: C.E. 2133SMP - 2022 BST AREA 6 AND EDGE REPAIR DATE: April 14, 2022 - 11:00 a.m.				American Rock Products PO BOX 9337 Yakima, WA 98909		Central Washington Asphalt P.O. Box 939 Moses Lake, WA 98837		Tommer Construction Company, Inc. PO BOX 1150 Ephrata, WA 98823				ENGINEERS ESTIMATE	
Signed Proposal				x		x		x					
Proposal Bond or Check				x		x		x					
Acknowledgement of Addendum				x		x		x					
Proposal for Incorporating Recycled Materials				x		x		x					
Certification of Compliance with Wage Payment Statutes				x		x		x					
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Mobilization	1	L.S.	198,000.00	198,000.00	204,639.00	204,639.00	99,669.27	99,669.27	-	-	221,126.20	221,126.20
2	Project Temp Traffic Control	1	L.S.	132,000.00	132,000.00	195,000.00	195,000.00	138,228.45	138,228.45	-	-	100,000.00	100,000.00
3	Emulsified Asphalt CRS-2P	1714	TON	804.00	1,378,056.00	825.00	1,414,050.00	961.06	1,647,256.84	-	-	630.00	1,079,820.00
4	Emulsified Asphalt HFE-150	315	TON	804.00	253,260.00	825.00	259,875.00	911.72	287,191.80	-	-	630.00	198,450.00
5	Furnishing and Placing Crushed 3/8 Inch - No. 4	17700	TON	51.50	911,550.00	49.00	867,300.00	60.01	1,062,177.00	-	-	36.00	637,200.00
6	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair	2,000	TON	58.00	116,000.00	75.00	150,000.00	75.04	150,080.00	-	-	62.40	124,800.00
7	Paint Line	607,200	L.F.	0.13	78,936.00	0.13	78,936.00	0.12	72,864.00	-	-	0.11	66,792.00
8	Additional Brooming	24	HR	150.00	3,600.00	175.00	4,200.00	224.70	5,392.80	-	-	150.00	3,600.00
9	SPCC Plan	1	L.S.	820.00	820.00	1,000.00	1,000.00	430.19	430.19	-	-	600.00	600.00
TOTAL				\$ 3,072,222.00		\$ 3,175,000.00		\$ 3,463,290.35		\$ -		\$ 2,432,388.20	

Contract bid items were reviewed and no unbalanced bid items were found.

 04/22/22

 Douglas D Hondt, P.E., L.E.G.

PROPOSAL

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

Gentlemen:

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

2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR

(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	LS	Mobilization	198,000	00	198,000	00
2	1	LS	Project Temporary Traffic Control	132,000	00	132,000	00
3	1,714	Ton	Emulsified Asphalt CRS-2P	804	00	1,378,056	00
4	315	Ton	Emulsified Asphalt HFE-150	804	00	253,260	00
5	17,700	Ton	Furnishing and Placing Crushed 3/8 Inch – No. 4	51	50	911,550	00
6	2,000	Ton	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair	58	00	116,000	00
7	607,200	LF	Paint Line	0	13	78,936	00
8	24	HR	Additional Brooming	150	00	3,600	00
9	1	LS	SPCC Plan	820	00	820	00
GRAND TOTAL						3,072,222	00

P R O P O S A L
(Cont.)

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

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

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	(\$ _____) Payable to the County Treasurer of Benton County, Washington.
Proposal Bond	<u> X </u>	In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 1 , _____, & _____.

PUBLIC WORKS TRAINING

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

ASSURANCE OF NON-DISCRIMINATION

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

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

NON-COLLUSION DECLARATION

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

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

PROPOSAL
(Cont.)

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

PROPOSAL MUST BE SIGNED

CONTRACTOR'S REGISTRATION
NO. AMERIRP821DR

CONTRACTOR'S EMPLOYMENT SECURITY
DEPARTMENT NO. 602991003

FIRM NAME: American Rock Products

[Signature]
SIGNATURE OF AUTHORIZED OFFICIAL

Jeffrey Kyle Hopkins Construction Manager
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

DATED this 14th day of April, 2022.

ADDRESS OF BIDDER: PO Box 9337, Yakima, WA 98909

PRINCIPAL PLACE OF BUSINESS: 377 Parker Bridge Rd, Wapato, WA 98951

TELEPHONE NO.: 509-453-2063 EMAIL Tanner.Sving@americanrockproducts.com

NOTE:

- 1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
- 2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Interstate Concrete and Asphalt Company
dba American Rock Products of 377 Parker Bridge Road, Parker, WA 98939

as principal, and the Fidelity and Deposit Company of Maryland, a corporation

duly organized under the laws of the State of Illinois, 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:

C.E. 2133 S.M.P. – 2022 Bituminous Surface Treatment Area 6 and Edge Repair.

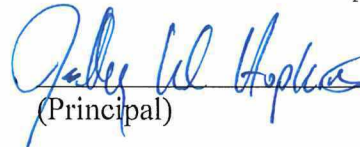
said bid and proposal, by reference thereto, being made a part hereof.

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

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

signed and sealed this 8th day of April, 2022

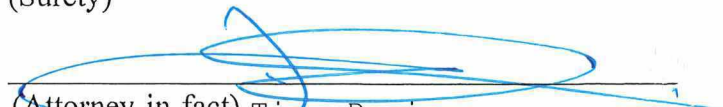
Interstate Concrete and Asphalt Company dba American Rock Products



(Principal)

Fidelity and Deposit Company of Maryland

(Surety)



(Attorney-in-fact) Tina Davis

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Tina Davis, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

ProjectName 2022 Bituminous Surface Treatment Area 6 Edge Repair

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of 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.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work. **Only heating, ventilation and air conditioning, and plumbing work shall be shown below.**

Subcontractor Name

N/A

Work to be Performed

Subcontractor Name

Work to be Performed

Subcontractor Name

Work to be Performed

Subcontractor Name

Work to be Performed



Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: 0 percent.

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

Bidder:

Signature:

Date:

American Rock Products
[Signature]
4-14-2022



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

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, April 14th, 2022, 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.

Interstate Concrete & Asphalt Co. dba American Rock Products
Bidder's Business Name

Jeffrey Kyle Adams
Signature of Authorized Official*

Jeffrey Kyle Adams
Printed Name

Construction Manager
Title

4-14-2022
Date

Yakima
City (where signed)

Wa.
State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

ID

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

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

PROPOSAL

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:

2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR

(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	LS	Mobilization	\$ 204,639	00	\$ 204,639	00
2	1	LS	Project Temporary Traffic Control	195,000	00	195,000	00
3	1,714	Ton	Emulsified Asphalt CRS-2P	825	00	1,414,050	00
4	315	Ton	Emulsified Asphalt HFE-150	825	00	259,875	00
5	17,700	Ton	Furnishing and Placing Crushed 3/8 Inch – No. 4	49	00	867,300	00
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7	607,200	LF	Paint Line	0	13	78,936	00
8	24	HR	Additional Brooming	175	00	4,200	00
9	1	LS	SPCC Plan	1,000	00	1,000	00
GRAND TOTAL						\$3,175,000	00

P R O P O S A L
(Cont.)

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

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

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	(\$ _____) Payable to the County Treasurer of Benton County, Washington.
Proposal Bond	<u> X </u>	In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 1 , _____, & _____.

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.

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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:

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NON-COLLUSION DECLARATION

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

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

PROPOSAL
(Cont.)

NOTICE TO ALL BIDDERS

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1-800-424-9071

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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.

PROPOSAL MUST BE SIGNED

CONTRACTOR'S REGISTRATION
NO. CENTRWA181PG

CONTRACTOR'S EMPLOYMENT SECURITY
DEPARTMENT NO. 511964-003

FIRM NAME:

Central Washington Asphalt, Inc.


SIGNATURE OF AUTHORIZED OFFICIAL

Pamp Maiers, President

(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

DATED this 14th day of April, 2022.

ADDRESS OF BIDDER: P.O. Box 939 - Moses Lake, WA 98837

PRINCIPAL PLACE OF BUSINESS: 13184 Wheeler Road NE - Moses Lake, WA 98837

TELEPHONE NO.: (509) 765-5757 EMAIL freddy@cwainc.us

NOTE:

- 1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
- 2) Should it be necessary to modify this proposal in writing, please make reference to the project number.



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

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

Certificate No: 8207353-023049

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner, Alyssa J. Lopez, Amber Lynn Reese, Amelia G. Burrill, Annelies M. Richie, Brandon K. Bush, Brent E. Heilesen, Carley Espiritu, Christopher Kinyon, Cynthia L. Jay, Dana Marie Brinkley, Diane M. Harding, Donald Shanklin, Jr., Eric A. Zimmerman, Erica E. Mosley, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Julie R. Truitt, Justin Dean Price, Kari Michelle Motley, Katharine J. Snider, Lindsey Elaine Jorgensen, Lois F. Weathers, Michael Mansfield, Misti M. Webb, Sara Sophie Sellin, Tamara A. Ringeisen all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of February, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of April, 2022.



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

ProjectName 2022 Bituminous Surface Treatment Area 6 and Edge Repair

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of 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.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work. **Only heating, ventilation and air conditioning, and plumbing work shall be shown below.**

Subcontractor Name NONE PROPOSED

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____



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.

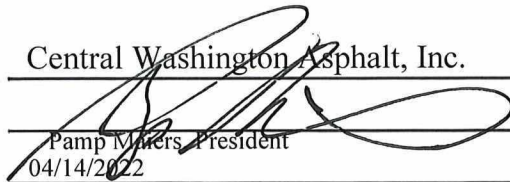
Proposed total percentage: 20 percent.

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

Bidder:

Central Washington Asphalt, Inc.

Signature:



Pam Miers, President

Date:

04/14/2022



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

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, April 14th, 2022, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Central Washington Asphalt, Inc.

Bidder's Business Name


Signature of Authorized Official*

Pamp Maiers

Printed Name

President

Title

4/14/22

Date

Moses Lake

City (where signed)

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

Washington

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

N/A

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

PROPOSAL

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:

2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR

(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	LS	Mobilization	99,669	27	99,669	27
2	1	LS	Project Temporary Traffic Control	138,228	45	138,228	45
3	1,714	Ton	Emulsified Asphalt CRS-2P	961	06	1,647,256	84
4	315	Ton	Emulsified Asphalt HFE-150	911	72	287,191	80
5	17,700	Ton	Furnishing and Placing Crushed 3/8 Inch – No. 10	60	01	1,062,177	00
6	2,000	Ton	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair	75	04	150,080	00
7	607,200	LF	Paint Line	0	12	72,864	00
8	24	HR	Additional Brooming	224	70	5,392	80
9	1	LS	SPCC Plan	430	19	430	19
GRAND TOTAL						3,463,290	35

P R O P O S A L
(Cont.)

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

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

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	(\$ _____) Payable to the County Treasurer of Benton County, Washington.
Proposal Bond	<u> X </u>	In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). #1 _____, _____, & _____.

PUBLIC WORKS TRAINING

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

ASSURANCE OF NON-DISCRIMINATION

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

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

NON-COLLUSION DECLARATION

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

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

PROPOSAL
(Cont.)

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

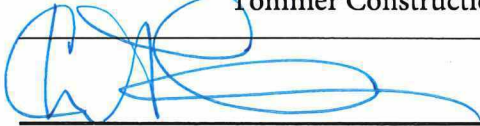
The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

PROPOSAL MUST BE SIGNED

CONTRACTOR'S REGISTRATION
NO. TOMMECC159LF

CONTRACTOR'S EMPLOYMENT SECURITY
DEPARTMENT NO. 339227-00-7

FIRM NAME: Tommer Construction Company, Inc.



Chris Tommer, President

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

DATED this 14th day of April, 2022.

ADDRESS OF BIDDER: PO Box 1150, Ephrata, WA 98823

PRINCIPAL PLACE OF BUSINESS: Ephrata, WA

TELEPHONE NO.: (509) 787-3312 EMAIL jeff@tommerconstruction.com

NOTE:

- 1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
- 2) Should it be necessary to modify this proposal in writing, please make reference to the project number.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Aliceon A Keltner** of **SEATTLE, Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

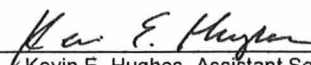
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **April**, **2022**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

ProjectName 2022 Bituminous Surface Treatment Area 6 and Edge Repair

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of 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.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work. **Only heating, ventilation and air conditioning, and plumbing work shall be shown below.**

Subcontractor Name None

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____



Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: 0% percent.

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

Bidder:

Tommer Construction Company, Inc.

Signature:

A handwritten signature in blue ink, appearing to read "Tommer", written over a horizontal line.

Date:

4/14/2022



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

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, April 14th, 2022, 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.

Tommer Construction Company, Inc.

Bidder's Business Name

Signature of Authorized Official*

Chris Tommer

Printed Name

President

Title

4/14/2022

Date

Ephrata

City (where signed)

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

WA

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

** 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.*

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 3 rd , 2022	
Subject:	Wholesail Networks, LLC; Franchise Agreement	
Presenter:	N/A	
Prepared By:	Jackie Mayfield	
Reviewed By:	Douglas D'Hondt	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

Wholesail Networks, LLC, has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held March 29th, 2022, to consider the request of Wholesail Networks, LLC who has applied for a nonexclusive franchise to have a telecommunications network system and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Wholesail Networks, LLC, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO WHOLESAIL NETWORKS, LLC TO PLACE A TELECOMMUNICATIONS NETWORK SYSTEM AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held March 29th, 2022, to consider the request of Wholesail Networks, LLC, who has applied for a nonexclusive franchise to place a telecommunications network system and facilities in unincorporated Benton County; and

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

1. The term of the franchise shall be a ten-year (10) period, expiring May 3rd, 2032, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee’s expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Wholesail Networks, LLC, has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney’s Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise with Wholesail Networks, LLC. for a telecommunications network system and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 3rd day of May 2022

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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

Grantor: Benton County
Grantee: Wholesail Networks, LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF)
WHOLESAIL NETWORKS, LLC FOR A)
NONEXCLUSIVE FRANCHISE TO LOCATE,)
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF)
NECESSARY, REMOVE TELECOMMUNICATIONS)
NETWORK SYSTEMS AND FACILITIES WITHIN)
THE COUNTY OF BENTON, STATE OF)
WASHINGTON, UPON, OVER, UNDER, ALONG,)
AND ACROSS CERTAIN COUNTY ROADS AND)
PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT)
WITHIN THE LIMITS OF ANY INCORPORATED)
CITY OR TOWN.

No. _____

ORDER AND AGREEMENT FOR
NONEXCLUSIVE FRANCHISE

FINDINGS

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

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

ORDER

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

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

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

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

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED

APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

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

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

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

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

III. COUNTY ROADS TO BE RESTORED

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

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

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

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

IV. INTERFERENCE WITH EXISTING FACILITIES

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

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

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

VI. ALL COUNTY ROAD RIGHTS RESERVED

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

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

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

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

VIII. REFERENCE MONUMENTS AND MARKERS

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

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

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

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

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

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

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

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

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

XI. FRANCHISE NOT EXCLUSIVE

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

XII. PROVISIONS HEREOF BIND SUCCESSOR

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

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

XIII. REVOCATION FOR NON-COMPLIANCE

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

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

- a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- b. Commence an action at law for monetary damage or seek other equitable relief;
- c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

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

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

XV. FEDERAL REGULATION

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

XVI. ACTS OF GOD

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

XVII. SEVERABILITY

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

XVIII. COMPLAINT PROCEDURES

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

XIX. ACCEPTANCE BY GRANTEE

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

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire _____.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

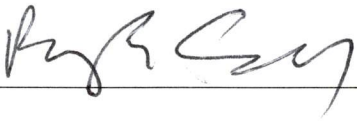
Jessica Epley
135 Lake Steet South, Suite 155
Kirkland, WA 98033

Phone: (503) 431-0458

E-mail: legal@ziply.com


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

FOR GRANTEE:



Date 9/11/22

APPROVED AS TO FORM:


Benton County Deputy Prosecuting Attorney

Date 4/1/22

FOR BENTON COUNTY,
WASHINGTON.

Chairman

Chairman Pro-Tem

Member

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

ATTEST:

Clerk of the Board

Date _____

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 3 rd , 2022	
Subject:	Rental of Mobile Pickup Sweeper from Washington State Department of Transportation	
Presenter:		
Prepared By:	Matt Mahoney, Public Works Operations Manager	
Reviewed By:	Doug D'Hondt, County Engineer	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

Benton County Road Department has a need, as part of its normal county roads maintenance, for a Mobile Pickup Sweeper. As Benton County does not own this piece of equipment, the Public Works Department contacted the Washington State Department of Transportation (WSDOT) regarding an agreement to rent their Mobile Pickup Sweeper.

The rental rate from WSDOT is currently \$28.62/hour plus administrative fee (13.04%), for a total of \$32.35/hour or \$258.80/day

Benton County rented this same piece of equipment from WSDOT in 2017, via a similar agreement. At that time, Benton County confirmed that rental from WSDOT was more economical than rental from a private source. We have again explored the costs of rental from private sources and have found that rental from WSDOT is approximately half (1/2) to one third (1/3) the costs of private rental (\$75/hour to \$100.00/hour vs. \$32.35/hour). NOTE: Private rental rates are an average of multiple sources and rounded for comparison.

WSDOT has prepared an *Equipment Rental Without Operator Agreement* to facilitate Benton County's rental of the subject equipment. This agreement shall remain in place until either party terminates in accordance with the agreement.

Based on the needs of the Public Works Department and the amount of savings to the County, the Public Works Department recommends entering into the agreement with WSDOT for the rental of a Mobile Pickup Sweeper.

Fiscal Impact

The costs associated with the rental of said equipment are included in the approved County Roads budget under associated maintenance activities. The total amount will be determined on the total hours of use plus WSDOT's Administrative Fee.

Recommendation

Approve, via Resolution, the *Equipment Rental Without Operator Agreement* between Benton County and WSDOT and authorize the Chairman to sign on behalf 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 APPROVING AN EQUIPMENT RENTAL WITHOUT OPERATOR AGREEMENT BETWEEN WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND BENTON COUNTY

WHEREAS, the Benton County Public Works Department has a need, as part of its normal county roads maintenance, for a Mobile Pickup Sweeper; and

WHEREAS, Benton County does not own this piece of equipment, the Public Works Department contacted the Washington State Department of Transportation (WSDOT) regarding an agreement to rent their Mobile Pickup Sweeper; and

WHEREAS, the rental rate from WSDOT, currently \$28.62/hour plus administrative fee (13.04%), for a total of \$32.35/hour or \$258.80/day, is more economical than rental from a private source; and

WHEREAS, WSDOT has prepared an Equipment Rental Without Operator Agreement to facilitate Benton County's rental of the subject equipment; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners hereby approves the Equipment Rental Without Operator Agreement between WSDOT and Benton County for rental of a Mobile Pickup Sweeper; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign the Equipment Rental Without Operator Agreement between WSDOT and Benton County on behalf of Benton County.

APPROVED this 3rd day of May, 2022.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Benton County, Washington

Attest:

Clerk of the Board

Originals: Public Works
Copy: Auditor

M. Mahoney

Shela Berry

From: Reid Hay
Sent: Monday, April 18, 2022 2:53 PM
To: Shela Berry
Subject: Agreement Approval As To Form

Shela,

I have reviewed the proposed equipment rental agreement with WSDOT, and it is approved as to form.

-- Reid

Reid Hay

Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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April 26, 2022

Liana Aldridge, Office Supervisor
Washington State Dept. of Transportation
1816 North 4th Avenue
Pasco, WA 99301

RE: Equipment Rental Without Operator Agreement between Washington State Department of Transportation (WSDOT) and Benton County

Dear Ms. Aldridge:

Enclosed, please find two (2) signed originals of the subject agreement for your WSDOT's review and approval.

We respectfully request, upon final signature by WSDOT, that you return one (1) fully executed original to my attention.

Sincerely,

A handwritten signature in blue ink, appearing to read "DDH", is written over the typed name.

Doug D'Hondt, P.E.
County Engineer



Equipment Rental Without Operator Agreement	Renter Name Benton County Public Works			
	Renter Billing Address PO Box 1001 Prosser, WA 99350			
	Email shela.berry@co.benton.wa.us			
	Contact Name Shela Berry, Chief Financial Officer		Contact Phone 509-786-5611	
Agreement Number		Federal Tax ID # Vendor # SW00003220 0		
Item No.	Description of Item	Estimated Rental Period	Unit Price Per Hour	Estimated Amount
1	Rental of Mobile Pickup Sweeper #15E1-23 (TEF rates)*		28.62	0
2	Rental of Vactor #8E17-7 (TEF rates)*		25.11	0
3	Labor for training, delivery, and pickup, if required**		31.57	0
4	WSDOT Administrative fee @ 13.04% (subject to change annually)			0
	*Rate is for 10 hrs/day, 4 days/wk, from receipt to return.			0
	**Labor, equip, travel expenses at current training/delivery rates.			0
Note: WSDOT administrative charges will be added to total when appropriate.			Total	0

This Agreement is entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named public entity, hereinafter the "Renter," hereinafter individually the "Party" and collectively the "Parties."

Recitals

1. The Renter requires the use of WSDOT owned equipment.
2. WSDOT agrees to rent its equipment to Renter only when WSDOT is not in need of it.
3. The Parties enter into this Agreement for the purpose of establishing the rental terms.

Now, Therefore, Pursuant to chapter 39.34 RCW or RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached hereto and by this reference made a part of this Agreement,

It Is Mutually Agreed As Follows:

1. Rental Terms

- 1.1 WSDOT agrees to rent to the Renter the above listed equipment for use according to the terms of this Agreement, only when WSDOT does not have need of the equipment for scheduled or emergency work. The Renter acknowledges and agrees that WSDOT's required use of its equipment takes precedence over the Renter's need or use of the equipment. WSDOT specifically reserves the right to recall the equipment when the use of the equipment is necessary to carry out WSDOT's responsibilities. In such case, WSDOT will arrange and pay for the equipment transportation. WSDOT will promptly return the equipment to the Renter, if necessary, when WSDOT no longer needs the equipment.

- 1.2 The Renter agrees to comply with the terms of this Agreement, including all equipment instructions attached hereto, if any, and all applicable Local, State and Federal Laws.
- 1.3 Term: The Parties agree that this Agreement will not become effective until such time as it has been signed by WSDOT's Regional Administrator (or designee) and the Renter, and a copy of the fully executed Agreement is returned to the Renter. The rental term of this Agreement shall be the dates upon which the equipment will be under the custody and control of the Renter.

2. Equipment Condition and Repairs

- 2.1 The Parties agree that a representative of each Party will perform a joint inspection of the equipment upon delivery of the equipment to the Renter and record its condition. The Parties agree to perform a joint inspection of the equipment upon its return to WSDOT and record its condition.
- 2.2 WSDOT agrees to repair the equipment for breakdowns due to normal wear and tear, and any preexisting conditions that are noted pursuant to section 2.1 or which are caused by WSDOT.
- 2.3 The Renter agrees to reimburse WSDOT for the cost of repairs for any damages to the equipment, other than normal wear and tear, that is identified by the inspections performed pursuant to section 2.1.
- 2.4 The Renter agrees to be responsible for and pay all repair costs of any breakdown of or damage to the equipment that occurs when the equipment is in the custody of or under the control of the Renter. The Renter must secure prior written approval from WSDOT before any equipment repairs are made. WSDOT may require the equipment to be repaired by WSDOT personnel or a designated vendor. In all cases, WSDOT and/or the designated vendor shall directly invoice the Renter for the repair costs.
- 2.5 The Renter agrees to immediately notify WSDOT of any equipment failures, damages, or service needs.

3. WSDOT Responsibilities

- 3.1 WSDOT agrees to provide specialized tools if necessary for the proper operation and maintenance of the equipment.
- 3.2 WSDOT agrees to provide necessary training on the proper use of the equipment.
- 3.3 WSDOT agrees to service and maintain the equipment, except for service and maintenance that is required to be performed by the operator on a daily basis, or as otherwise provided by in this Agreement.

4. Renter Responsibilities

- 4.1 Renter agrees to provide an operator who meets WSDOT's ability and qualification criteria. WSDOT reserves the right to approve all operators.
- 4.2 Renter agrees to perform and record daily inspections of the equipment, including daily usage. Renter agrees to submit the inspection and usage sheets to WSDOT as directed.
- 4.3 Renter agrees to pay all costs of transporting the equipment from and to designated WSDOT locations.
- 4.4 Renter agrees to pay for fuel, oil, grease, fluids and all other daily, periodic, or routine costs of operating the equipment.
- 4.5 Renter will provide for security of the equipment and will be financially responsible for all equipment damages from vandalism or third party actions while the equipment is in its possession. Repairs will be made in accordance with section 2.

5. Payment

- 5.1 The Renter agrees to pay WSDOT for the actual direct and related indirect costs associated with the training, use and transportation of the equipment.
 - 5.1.1 Equipment will be billed for actual hours of usage but not less than 8 hours per day, at the rate specified above and effective during the rental term of this Agreement as defined under section 1.3, above.
 - 5.1.2 Delivery and training costs will be billed at WSDOT's employee classification and cost rate.

5.1.3 Associated travel costs (if applicable) will be billed at the current state travel reimbursement rates.

- 5.2 The Renter agrees to make payment to WSDOT within thirty (30) days from receipt of an invoice.
- 5.3 The Renter agrees that if it fails to make payment within thirty (30) days from receipt of WSDOT's invoice, WSDOT shall charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a state contracted collection agency which may result in the assessment of additional fees and/or costs.

6. General Provisions

- 6.1 Independent Contractor. WSDOT, its employees or agents, performing under the terms of this Agreement shall be deemed an independent contractor for all purposes and shall not be deemed employees or agents of the Renter. The Renter, its employees or agents, performing under the terms of this Agreement shall be deemed an independent contractor for all purposes and shall not be deemed employees or agents of WSDOT.
- 6.2 Assignment. This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.
- 6.3 Indemnification. The Renter shall protect, defend, indemnify, and hold harmless WSDOT, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the Renter's operation, maintenance and/or repair of the equipment pursuant to the provisions of this Agreement. The Renter will not be required to indemnify, defend, or save harmless WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of WSDOT. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. This indemnification will survive the termination of this Agreement.
- 6.4 Amendment. This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 6.5 Termination. Either Party may terminate this Agreement by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. The Renter agrees to be liable for all equipment costs as defined herein up through the date the equipment is returned to WSDOT, regardless of the termination date of this Agreement.
- 6.6 Disputes. In the event that a dispute arises under this Agreement which cannot be resolved between the Parties, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys' fees.
- 6.7 Venue. The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Spokane County Superior Court.
- 6.8 Records Retention. The Renter and WSDOT, during the rental term and for a period of not less than six years from the date of final payment from the Renter, shall retain the records and accounts pertaining to the equipment rental under this Agreement and accounting therefore, keeping them available for inspection and audit by WSDOT, State Auditor, or Renter and copies of all records, accounts, documents or other data pertaining to the Agreement will be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

6.9 Complete Agreement. This Agreement contains all covenants, stipulations and provisions agreed by both Parties. No agent or representative of either Party has authority to make, and the Parties will not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day, month and year last written below.

Entity	Washington State Department of Transportation
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 3, 2022	
Subject:	Accepting work performed by V K Powell Construction, LLC for the Courthouse Upgrades project	
Presenter:		
Prepared By:	D. Hope	
Reviewed By:	R. Blain	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

Summary / Background Information

The County entered into a contract with V K Powell Construction, LLC for the Courthouse Upgrades project – CB19-23 on September 1, 2020 (Res. 2020-600). V K Powell Construction 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 V K Powell Construction, 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 V K POWELL CONSTRUCTION, LLC UNDER CONTRACT FOR CB19-23 COURTHOUSE UPGRADES PROJECT

WHEREAS, on September 1, 2020 the Board of County Commissioners entered into a contract with V K Powell Construction, LLC of Yakima, Washington (Resolution 2020-600) for CB19-23 Courthouse Upgrades 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, the Board of Benton County Commissioners concurs with the Director of Operations and Capital Programs' recommendation and hereby accepts the work performed by V K Powell Construction, LLC under contract for CB19-23 Courthouse Upgrades project as being completed in conformance with the contract documents.

Dated this 3rd day of May, 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 3, 2022		
Subject:	Amending the 2022-2027 Six-Year Transportation Improvement Program		
Presenter:	Matt Mahoney		
Prepared By:	Ryan Skeen		
Reviewed By:	Matt Mahoney, Douglas D'Hondt		
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed:		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Discussion Only (2 nd) <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

RCW 36.81.121 requires counties to prepare and annually update their Six-Year Transportation Improvement Program (TIP) pursuant to one or more public hearings and to file a copy of the adopted TIP with the Washington State Department of Transportation (WSDOT) and the County Road Administration Board (CRAB). The TIP represents the County's priority transportation improvements and is a perpetual planning and project management tool for federal, state, and local governments. The TIP may be amended after it is adopted to add, delete, and amend projects to accommodate cost, schedule, scope, and funding changes.

The County's TIP not only lists the specific projects, but also documents the planned schedule and estimated cost for each project's phase (preliminary engineering, right-of-way acquisition, and construction).

On August 10, 2021, the Board of Benton County Commissioners approved Benton County's TIP for 2022-2027 (Res. 2021-609). Since the adoption of the TIP, the plan was amended on January 4, 2022 (Res. 2022-025) and will need to be amended again to add projects due to a current call-for-projects.

This proposed amendment to the 2022-2027 TIP includes the following:

- Jacobs Road Community Connector Path ("Jacobs Road CCP") - Construction of a new alternative transportation pathway adjacent to Jacobs Road, from the I-82 Kiona Interchange to Dallas Road. Solar lighting will be added to the pathway for evening usage and to improve the overall safety of pedestrian and bicycle access. Total proposed project cost is \$5,000,000.
- Badger Corridor Mobility Study - Planning study to identify solutions to safety issues and active transportation planning. The study will focus on the Badger Corridor Mobility Study Area with specific consideration of Badger Road, between the Richland/Kennewick Boundary and Cottonwood Drive. Data collection, public meetings, coordination with local, state, and federal stakeholders, and determination of potential improvements will be the target of the study. Total proposed cost of the project is \$400,000.

Per RCW 36.81.121(1), the TIP may at any time be amended by a majority vote of the legislative authority but only after a public hearing thereon. The public was notified, by advertisement in the County's legal newspaper, of the public hearing to be held on this date, May 3, 2022.

Fiscal Impact

The two (2) proposed projects are seeking federal funding through Congressional Directed Spending FY23. The two (2) project budgets will be programmed into the County Road budget contingent upon award of grant funds. Currently there is not an impact to the County Road Budget.

Recommendation

Adopt the proposed amendment to the 2022-2027 TIP, subsequent to the public hearing.

Suggested Motion

Move to adopt the amendment to the 2022-2027 Six Year Transportation Improvement Program, to include the Jacobs Road Community Connector Path and the Badger Corridor Mobility Study.

RESOLUTION

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

**IN THE MATTER OF AMENDING THE 2022-2027 SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM TO INCLUDE THE JACOBS ROAD COMMUNITY CONNECTOR
PATH (CCP) AND THE BADGER CORRIDOR MOBILITY STUDY**

WHEREAS, pursuant to RCW 36.81.121, the Board of Benton County Commissioners is responsible for the preparation and adoption of a Six-Year Transportation Improvement Program (TIP); and

WHEREAS, per Resolution 2021-609, the Board of Benton County Commissioners adopted the 2022-2027 TIP; and

WHEREAS, per RCW 36.81.121, the TIP may be amended subsequent to a public hearing on all such respective amendments; and

WHEREAS, on May 3, 2022, a public hearing was held regarding program changes to the 2022-2027 TIP; and

WHEREAS, the Board of Benton County Commissioners, constituting the legislative authority of Benton County, has reviewed the proposed amendment and finds its adoption as being in the best interest of Benton County; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners hereby adopts the amendment to the 2022–2027 Six-Year Transportation Improvement Program (TIP), to include the following:

- Jacobs Road Community Connector Path (CCP) \$ 5,000,000
- Badger Corridor Mobility Study \$ 400,000

ADOPTED this 3rd day of May, 2022.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners
Benton County, Washington

Attest:

Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 3, 2022	
Subject:	Public Safety Sales Tax RFP Process Update	
Presenter:	Matt Rasmussen, Deputy County Administrator	
Prepared By:	Shyanne Palmus, Communications Coordinator	
Reviewed By:	Jerrod MacPherson, County Administrator	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Staff will provide the Board with an update on the status of the 2023-2024 Public Safety Sales Tax Request for Proposals (RFP) process, including the following information:

1. Number of internal (County department) requests and total requested funding
2. Number of external (Gang & Crime Prevention Program) requests and total requested funding

The RFP was opened for all applicants on March 1, 2022 and closed on April 29, 2022 for funding in the 2023-2024 biennium.

A total of \$2.4 million was made available for all external project/program requests made through the Benton County Gang & Crime Prevention Initiative. Individual proposals/applications were limited to a \$700,000 funding request for the two-year project/program.

A total of \$400,000 is available for all new Benton County internal department requests, including any new requested positions and one-time expenditures. **Note: this does NOT include positions or expenses that are already included and approved within the existing Public Safety Sales Tax budget. It is ONLY for new requests.*

Fiscal Impact

TBD

Recommendation

N/A

Suggested Motion

N/A