Jerome Delvin, *District 1*
Michael Alvarez, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Agenda – Board of County Commissioners

To view items in detail, click highlighted areas.

Regular Board of Commissioners Meeting
Tuesday, April 4, 2023 9:00 AM
Benton County Courthouse, Prosser, WA

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx (linked below):
https://www.co.benton.wa.us/agenda/commissioners

Call to Order

Pledge of Allegiance

Approval of Minutes: March 28, 2023

Review Agenda

Public Comment

To provide public comment, please come forward (if in-person), call 509-460-4941, or raise your hand in WebEx. Once called upon by the Chairman, state your name and address for the record and keep comments to 3 minutes or less.

Consent Agenda

Information Technology

a. Request Letter to DotGov. Domain Registration to Create the Internet Domain Name

Juvenile Justice

b. Contract w/Sandy Bonilla dba Essence Therapy, PLLC for Family Counseling Services

Office of Public Defense

c. Superior Court Public Defense Services w/Dale Braunger

Pest Board

d. Appointment of Matt Eddie to the Horticultural Pest & Disease Board
e. Appointment of Kevin Christensen to the Horticultural Pest & Disease Board
f. Appointment of David Murray to the Horticultural Pest & Disease Board

Public Works

g. Ratifying Change Order No. 1 for Contract w/Superior Tree for Countywide Brush Cutting Project

Purchasing

h. Contract w/El Dorado Architects for the Design of the New Event Center & Parking Lot @ the Fairgrounds/Event Property

Public Hearing

Adding a New Chapter to Title 6 of the Benton County Code Relating to Compost Adoption ~ R Blain

BC Water Company Franchise ~ C Woods

Scheduled Business

Rural County Capital Fund Discussion ~ A Fyall

County Newspaper Bid ~ M Rasmussen

Other Business

Adjournment

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, March 28, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Will McKay
Commissioner Jerome Delvin
Commissioner Michael Alvarez
Deputy County Administrator Matt Rasmussen
Clerk of the Board Cami McKenzie

Absent: County Administrator Jerrod MacPherson (Excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Shela Berry, Public Works; Carlee Nave, HR Manager; Treasurer Ken Spencer; Elaine Osborne, Chief Deputy Clerk.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of March 21, 2023 were approved.

Review Agenda

The following item was added to Other Business:

- Appointing a County Engineer

Public Comment

Jim Adkins had questions regarding the agenda process, Fairgrounds Feasibility study, and noise in the hallway.

Consent Agenda

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

Commissioners

a. Amendment 1 to Resolution 2022-877 Adopting the Final 2023-2024 Benton County Budgets
b. Amending Board Organization - 2023
c. Appointment of Non-Elected Members to the Benton Franklin Board of Health

Information Technology

d. Annual License Fee for Spatialest Comper, Property Record Card and Community for Assessor's Office From Spatialest, Inc.
e. Agreement w/Pend Oreille County for OnBase Administrator Services for Superior & District Court
f. Purchase of One Apple iPad Pro Tablet From StrictlyTech LLC for Superior Court Administration

Juvenile Justice

g. Contract w/Crest Counseling Services Crest Counseling Services for First-Time Adjudicated Sex Offender Treatment
h. Contract Amendment No. 3 w/Ideal Option for Medical Services to Detention Youth
i. Contract w/Cummins Sales & Services for Generator Services

Office of Public Defense

j. Superior Court Public Defense Services Agreement w/Kristen Du Bruille

Public Works

k. Certification of Road Fund Expenditures for Traffic Law Enforcement, Fish Passage Barrier Removal & Annual Certification

Purchasing

l. Purchase of Premark Thermoplastic Markings From TraffiCare, LLC for Public Works
m. Contract w/Sierra Electric, Inc. for On-Call Electrical Maintenance
n. Adopting Benton County Lease Policy
o. Agreement w/JRT Mechanical, Inc. for the Coroner's Autopsy Ventilation Upgrade Project
p. Purchase of HVAC Controls Equipment & Software From Basin Building Solutions for the Justice Center Building

Other Business

Appointing a County Engineer

Mr. Rasmussen said he was currently the Acting County Engineer but was informed by CRAB that an "Acting County Engineer" designation was only good for six months. He recommended the Board appoint him as County Engineer while the County developed a recruitment process and continued proceeding with the potential promotion of an internal candidate who was currently working on their PE.

MOTION: Commissioner Alvarez moved to approve Matt Rasmussen as County Engineer effective March 13, 2023. Chairman McKay seconded and upon vote, the motion carried.

Executive Session – Review Performance of Public Employee

The Board went into executive session at 9:09 a.m. for up to five minutes with Robert Heard to review the performance of a public employee. Also present were Matt Rasmussen, and Cami McKenzie.

The Board came out at 9:12 a.m. No decisions were made in executive session.

MOTION: Commissioner Alvarez moved to approve the salary request form for Alex Garcia as presented. Chairman McKay seconded and upon vote, the motion carried.

Tort Claims

CC 2023-01: Received on 1/17/2023 from Jared Alexander Fleming
CC 2023-02: Received on 1/18/2023 from Brian K. Quantrell
CC 2023-03: Received on 1/18/2023 from Joseph D. Dunbar
CC 2023-06B: Received 3/27/2023 from Bryan P. Hernandez

Accounts Payable

Check Date: 03/24/2023

Warrants #: 243950-244088
Total all funds: $805,503.54

Transfers #: 597-605, 611-615
Total all funds: $1,910.48

Resolutions

2023-264:	Amendment 1 to Resolution 2022-877 Adopting the Final 2023-2024 Benton County Budgets
2023-265:	Amending Board Organization - 2023
2023-266:	Appointment of Non-Elected Members to the Benton Franklin Board of Health
2023-267:	Annual License Fee for Spatialest Comper, Property Record Card and Community for Assessor's Office From Spatialest, Inc.
2023-268:	Agreement w/Pend Oreille County for OnBase Administrator Services for Superior & District Court
2023-269:	Purchase of One Apple iPad Pro Tablet From StrictlyTech LLC for Superior Court Administration
2023-270:	Contract w/Crest Counseling Services Crest Counseling Services for First-Time Adjudicated Sex Offender Treatment
2023-271:	Contract Amendment No. 3 w/Ideal Option for Medical Services to Detention Youth
2023-272:	Contract w/Cummins Sales & Services for Generator Services
2023-273:	Superior Court Public Defense Services Agreement w/Kristen Du Bruille

2023-274: Certification of Road Fund Expenditures for Traffic Law Enforcement, Fish Passage Barrier Removal & Annual Certification
2023-275: Purchase of Premark Thermoplastic Markings From TraffiCare, LLC for Public Works
2023-276: Contract w/Sierra Electric, Inc. for On-Call Electrical Maintenance
2023-277: Adopting Benton County Lease Policy
2023-278: Agreement w/JRT Mechanical, Inc. for the Coroner's Autopsy Ventilation Upgrade Project
2023-279: Purchase of HVAC Controls Equipment & Software From Basin Building Solutions for the Justice Center Building
2023-280: Appointing Matt Rasmussen as County Engineer

There being no further business before the Board, the meeting adjourned at approximately 9:12 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 4, 2023
Subject:	Signing a Request Letter to Create the Internet Domain Name, BentonCountyWA.gov from DotGov Domain Registration
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Matt Rasmussen

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

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

Summary / Background Information

The nation's cyber security agency, Cybersecuity & Infrastructure Security Agency (CISA) strongly recommends that agencies that house elections duties and infrastructure create and start using .gov domain name spaces. CISA's request is predicated towards assuring the public that election operations that use a .gov name space can be trusted and that information and services derived from a .gov internet name are official. 10 out of 39 Washington State counties are using .gov as their official county domain name. County examples include kingcounty.gov, piercecountywa.gov, masoncountywa.gov, clark.wa.gov, clallamcountywa.gov, and thurstoncountywa.gov.

The Information Technology Department (IT) has reviewed the criteria to create a .gov name space and has drafted a letter for the Board to sign that will create the County's new internet domain name BentonCountyWA.gov.

Fiscal Impact

Amount: **$0**

Fund: **n/a**

Recommendation

Recommend the Board of Benton County Commissioners approve the Chairman to sign a request letter to create the internet domain name, BentonCountyWA.gov.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A REQUEST LETTER TO CREATE THE INTERNET DOMAIN NAME, BENTONCOUNTYWA.GOV FROM DOTGOV DOMAIN REGISTRATION

WHEREAS, the Information Technology Department (IT) is dedicated to protecting and improving County services to the public; and

WHEREAS, the nation's cyber security agency, Cybersecurity & Infrastructure Security Agency (CISA) recommends that government agencies that house election operations use internet domain names ending in .gov; and

WHEREAS, .gov internet domain names can only be requested and issued to government agencies who carry out online services for the public citizens they serve; and

WHEREAS, State and local offices, especially those offices that house election operations are increasingly tasked with countering false or misleading information about elections/services on top of administering elections/services; and

WHEREAS, CISA has found that .gov domain names helps the public quickly identify websites as a trusted government source; and

WHEREAS, several counties in Washington State have already created .gov domain names including but not limited to KingCounty.gov, PierceCountyWA.gov, ThurstonCountyWA.gov, and MasonCountyWa.gov; and

WHEREAS, IT has reviewed the DotGov criteria to create a .gov internet name space and has drafted a letter to create a new Benton County internet domain name; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the Chairman of the Board to sign a request letter to create the internet domain name, BentonCountyWa.gov from DotGov Domain Registration.

Dated this 4 day of April , 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Commissioners

Prepared by: R. Heard

Jerome Delvin
District 1
Michael Alvarez
District 2
Will McKay
District 3

Board of County Commissioners
BENTON COUNTY

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

April 4, 2023

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As Chairman of the Board of Benton County Commissioners for Benton County, WA, I request that responsibility for the domain name BentonCountyWA.gov be delegated to my municipality.

.gov domain name provides the county with a top-level domain name space that is strictly registered to United States government agencies. By registering to .gov, Benton County will provide the public an easier way to identify Benton County as a U.S. government agency. The Cybersecurity and Infrastructure Security Agency (CISA) recommends agencies who house elections operations to register to a .gov domain name as it increases online trust and security to public voters.

In order to obtain and maintain BentonCountyWA.gov, Benton County, WA will meet the general and specific requirements for federal agencies, found at https://get.gov/registration/requirements.

The following will be listed as contacts for BentonCountyWA.gov, which Benton County, WA will keep up to date in the .gov registrar.

Administrative contact
Robert Heard
Manager, Information Technology Department
7122 W. Okanogan Pl, Suite E
509-222-2399
robert.heard@co.benton.wa.us

Technical contact
Alex Garcia
Assistant Manager, Information Technology Department
7122 W. Okanogan Pl, Suite E
509-222-2399
alex.garcia@co.benton.wa.us

Security contact
securityalert@co.benton.wa.us

I understand that if I wish to retire BentonCountyWA.gov, I must submit a written request to registrar@dotgov.gov.

Sincerely,

Will McKay
Chairman, Board of Benton County Commissioners

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 03/21/23 BC 04/04/23
Subject:	Personal Services Contract with Sandy Bonilla
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

Sandy Bonilla dba Essence Therapy, PLLC wishes to contract with Benton-Franklin Counties Juvenile Justice Center to provide counseling to educate and support families dealing with domestic violence. The Benton-Franklin Counties Juvenile Justice Center would like to contract with Sandy Bonilla.

The attached Personal Services Contract commences on July 1, 2023 and expires on June 30, 2025. The Personal Services Contract is to include family counseling and facilitation.

Fiscal Impact

Fiscal amount not to exceed $160,000.00. These services are paid out of Current Expense Dept. 173 and Family Services Fund 0138101. No supplemental needed.

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 Sandy Bonilla and Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approved 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 SANDY BONILLA DBA ESSENCE THERAPY, PLLC A PERSONAL SERVICES CONTRACT FOR THE DELIVERY OF FAMILY COUNSELING

WHEREAS, per resolution 2021-223, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but 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, the Juvenile Administrator recommends entering into a new Personal Services Contract with Sandy Bonilla to provide family counseling and facilitation; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby award the Personal Service Contract to Sandy Bonilla in an amount not to exceed $160,000.00; and

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

BE IT FURTHER RESOLVED, the term of the attached contract commences on July 1, 2023 and expires on June 30, 2025.

DATED this _____ day of _____ 2023

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2023

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

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

R. Garcia

BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision 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 **Sandy Bonilla DBA Essence Therapy, PLLC**, a corporation organized under the laws of the State of Washington with its principal offices at 3613 Kathren Lane, Pasco, WA 99301 (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, 2023** and shall expire on **June 30, 2025**. 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. The CONTRACTOR shall provide brief family counseling provided to educate and support families dealing with family violence.

Steps Involved:

1. CONTRACTOR contacts referred family within one business day of referral.

2. Counseling sessions will take place in either the families' homes, or in an office setting. The location of the session will be based upon the referred families' preferences.

3. The length of the counseling sessions will be between 60-90 minutes.

4. CONTRACTOR will work with each family between 5-7 sessions and the intervention will take place over a 4-6 week period dependent upon the needs of the family.

5. The model utilized by the CONTRACTOR will be solution/focused strength based family therapy models. Skill building among family members will specifically address maladaptive patterns that lead to violence.

6. Prior to case completions a crisis plan will be submitted, re-evaluated and shared with the juvenile probation counselor. The juvenile probation counselor and the CONTRACTOR will work with every family to identify natural and community supports. Referrals will then be made to the appropriate resources.

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 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:

Name:	Sandy Bonilla
Address:	3613 Kathren Lane Pasco, WA 99301
Phone:	(509) 947-7480
Email:	sandybonilla.essencetherapy@gmail.com

b. For COUNTIES:

Name:	David Wheeler, Administrator
Address:	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 for Family Counseling at the rate of $125.00 per session, not to exceed seven (7) sessions per family, unless otherwise authorized in writing by the Community Supervision Manager.

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed One Hundred Sixty Thousand Dollars ($160,000.00).

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

d. The CONTRACTOR may 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.

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

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the 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.

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

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. 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 7 shall survive termination and expiration of this Contract.

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

7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

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 activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

d. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the 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. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 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 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 and Franklin Counties Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and shall

specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 3.

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.

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 Juvenile Justice Center to the following address: 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 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 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.

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 the 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 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 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 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 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 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, 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.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the 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 therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the 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 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 3 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 3 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.

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

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

Sandy Bonilla **Essence Therapy, PLLC**	**Benton Franklin Counties** **Juvenile Justice Center**
Sandy Bonilla 3-5-23	3/8/2023
Sandy Bonilla **Date**	**David Wheeler** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form: Stephen Hallstrom 03/07/23 Stephen Hallstrom, Deputy Prosecuting Attorney Date	Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/4/23
Subject:	Professional Services Agreement with Dale Braunger – Superior Court
Presenter:	
Prepared By:	Denise Gerry
Reviewed By:	Katherine Bohnet

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

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

Summary / Background Information

Benton County provides public defense services in Benton County Superior Court by way of a combination of staff trial attorneys and contract attorneys. After a Request for Qualifications process was held, OPD reviewed and evaluated the applications, and now proposes that Dale Braunger be awarded a Benton County Superior Court professional services agreement.

Proposed resolution and professional services agreement is attached for Board review and execution.

Fiscal Impact

Current Expense - $847.14 per case in 2023 and $865.00 per case in 2024 and other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement.

Recommendation

Approve resolution as proposed, execute proposed professional services agreement with Dale Braunger.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING AND EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH DALE BRAUNGER TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO DEFENDANTS CHARGED WITH CRIMINAL OFFENSES

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for defendants charged with criminal offenses ("Criminal Cases"); and

WHEREAS, Benton County provides for representation on Criminal Cases by a combination of staff trial attorneys and contract attorneys; and

WHEREAS, it is therefore necessary to seek Statements of Qualifications from interested attorneys in order to award new agreements; and

WHEREAS, after a Request for Qualifications ("RFQ") was held and applications reviewed, it was deemed appropriate to award an agreement to attorney Dale Braunger for public defense services on Criminal Cases in Benton County Superior Court; **NOW, THEREFORE**

BE IT RESOLVED that the professional services agreement with attorney Dale Braunger, designated BCSC2324DFB001, for services to be provided in Benton County Superior Court to defendants charged with criminal offenses, commencing April 1, 2023 and expiring December 31, 2024, with a per case compensation in the amount of $847.14 in 2023 and $865.00 in 2024 (paid as a flat monthly rate, plus other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement) be approved as proposed.

Dated this _____ day of _____ 20 _____

_____
Chairman

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Dale Braunger
Copy – Auditor, S Godinez

K Bohnet

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
CONTRACT # BCSC2324DFB001

CONTRACT SUMMARY			
Contract Type	**Full Caseload**		
Contract Number	**BCSC2324DFB001**	**Contract Holder**	**Dale Braunger**
WSBA #	**51582**	**Effective Dates**	**April 1, 2023 – December 31, 2024**
Caseload Cap	**140**	**Compensation**	**$9,883.33/mo (2023)** **$10,091.67/mo (2024)**
Assigned Court	**Superior Court**	**Compensation Structure**	**☐ By the case** **☐ Monthly** **☐ Hourly** **☒ By the case but paid monthly**
Compensation Payable To:	**Dale Braunger**		

THIS AGREEMENT is entered into by and between **Dale Braunger,** attorney at law, Washington State Bar Association #**51582** ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **April 1, 2023,** and shall continue thereafter through and including **December 31, 2024**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited to, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **1030 Center Parkway, Kennewick, WA 99336**; Attorney's current local office telephone is **509-367-1531**; and Attorney's current office/work e-mail address is **dalebraunger_atty@outlook.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for Class A, B, and C felonies, sex-case felonies, and violent Class A and B felonies) as adopted by the Washington State Supreme Court; has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

breach or other contractual non-compliance; has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or other jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

b. Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring check as the County may deem appropriate, in its sole discretion, even at times after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, Attorney shall obtain at least **seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits** in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the PDM with written proof and confirmation that such CLE credits have been **obtained no later than by December 31st of each calendar year.** Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

From time to time County may, but is not obligated to, offer additional training to Attorney on subjects of relevance to Attorney's provision of public defense services pursuant to this Agreement. Attorney acknowledges that such additional training is completely optional and is offered for Attorney's convenience only. None of this additional optional training shall be regarded as County's right to train attorney in any way. Attorney may choose not to attend any additional training offered and such a choice will not be detrimental to Attorneys contract, or opportunity to continue to contract in the future, in any way whatsoever.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business.

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior Court Administrator, the PDM, and any attorneys hired and employed by the County ("Public Defenders") to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Benton County Superior Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Benton County Superior Court.

- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.

- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.

- Any case or matter returned to Benton County Superior Court from any higher court.

- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.

- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.

- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.

- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs (only as appointed by the Superior Court).

- Homicide and persistent offender cases (only if Attorney requests such appointments and is qualified).

a. The Benton County Superior Court criminal pre-trial dockets ("Dockets") are held on two days every week: Wednesday and Thursday. Attorney will be assigned to one Docket day and will primarily receive case appointments on cases filed and pending on their assigned Docket day. However, the parties acknowledge that i) the criminal Docket days are set by Benton County Superior Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County Superior Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or otherwise modifying weekly docket responsibilities; iii) from time to time it may be necessary to assign cases from the Docket day other than to which Attorney is primarily assigned to Attorney because of conflict of interest (by other attorneys) or caseload overflow reasons (the preceding 5a.i) – iii) shall collectively be referred to as "Docket Scheduling or Assignment Irregularities").

b. As to the Docket Scheduling or Assignment Irregularities described in the preceding paragraph, the parties agree that:

i) Docket Scheduling or Assignment Irregularities do not constitute a breach of this Agreement or such change in circumstances that the Agreement needs to be renegotiated;

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

ii) Docket Scheduling or Assignment Irregularities do not, in themselves, entitle Attorney to additional compensation;

iii) County agrees to provide Attorney with as much advance notice as reasonably possible as to any anticipated and known Docket Scheduling or Assignment Irregularities, respectful of the fact that Attorney likely has obligations to private practice or other clients (together with case scheduling obligations) outside of clients assigned through this Agreement.

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empaneled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a case, where the empaneled jury is unable to reach a verdict, is re-tried, Attorney shall only be entitled to the trial per diem, if applicable, for the re-trial, and not for any additional case credit. Provided further, however, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessary, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8 herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be determined as follows:

a. In the event of termination of this Agreement at the election of either party by providing sixty (60) days' notice of desire to do so as provided by paragraph 19.c below, Attorney shall provide the PDM with accurate documentation identifying Attorney's then-existing indigent defense caseload which shall include for each identified case the case title and cause number, the case type, the case status, and the next court appearance date ("Caseload Information"). Attorney shall provide the Caseload Information to the PDM contemporaneously with Attorney providing his/her notice of termination to the County (or, if the County provides the notice of termination to Attorney, within five (5) business days of Attorney receiving such notice) and Attorney shall again provide the PDM with updated Caseload Information thirty (30) days prior to the effective date of Agreement termination. Attorney shall then be responsible for providing continued legal representation to clients in any and all such identified cases that remain unresolved as of the effective date of Agreement termination for a period of sixty (60) days after such effective date.

b. In the event of expiration of this Agreement by expiration of its specified term set forth in paragraph 1 above, if Attorney provides the PDM with at least sixty (60) days' written notice prior to such term expiration date that Attorney has no interest in seeking a potential new contract with the County to continue providing public defense

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

services after such date and further provides the PDM with all of the Caseload Information required under paragraph 6.a. above, Attorney shall then be responsible for providing continued legal representation to clients in any and all identified cases that remain unresolved as of such term expiration date for a period of sixty (60) days after such expiration date. However, if Attorney fails to timely provide such sixty (60) days' advance notice to the PDM, Attorney shall then be responsible for providing continued legal representation to clients with cases that remain unresolved as of such term expiration date for a period of time equivalent to sixty (60) days plus an additional number of days corresponding to the numerical difference between sixty (60) days advance notice and the number of days advance notice Attorney actually provided to the PDM. By way of illustration, if Attorney only provided thirty (30) days' advance notice to the PDM, then Attorney would be responsible for providing continued legal representation for an aggregated total of ninety (90) days [i.e., 60 days + (60 days – 30 days)] after the Agreement term expiration date.

c. In the case of either expiration or earlier termination of this Agreement, if the required Caseload Information provided by Attorney pursuant to above paragraphs 6.a. or 6.b. omits any existing case(s), Attorney shall then be responsible for providing continuing legal representation on such omitted case(s) until the earlier of the final resolution of the case(s) or thirty (30) days from the date upon which the existence of such omitted case(s) is brought to the attention of the PDM in writing.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **140 total cases per calendar year** (proratable for any partial calendar year).

8. **CASE COUNTING.**

a. Benton County does not employ a case weighting system for Superior Court appointments. Therefore, all new criminal case appointments that meet the definition of a "case" in SID 3.3 shall each count as one case toward Attorney's maximum annual caseload as set forth in Section 7 herein.

Specifically, the following types of appointments shall count as a case:

Type of Matter	**Treatment**
Any new criminal case filed in Superior Court	Counts as 1 case
DOSA, SSOSA, or Sentence review on another attorney's case	Counts as 1 case. If reviews extend beyond a year, then it is considered Attorney's case and additional compensation shall be paid according to the terms of Section 12 herein
Post-sentencing matter on another attorney's case	Counts as 1 case

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

Sentencing for another attorney's case	Counts as 1 case
Child support contempt conflict case	Counts as 1 case
Civil commitment conflict case	Counts as 1 case
Homicide or persistent offender cases (if applicable)	Counts as 1 case (Attorney shall be entitled to enhanced compensation for these types of cases pursuant to the terms of Section 13 herein).

The following types of appointments types do not qualify under the definition of a "case" but do entitled Attorney to additional compensation according to the terms of Section 12 herein:

Material witness matters
Provisional representation during preliminary appearances to cover for the unavailability of a Staff Defender
DOSA, SSOSA, or Sentence Reviews on Attorney's own cases

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a twelve (12) month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Further provided, however, that the PDM may in his sole discretion adjust the case equivalent total after consultation.

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION; CONVICTION OF CRIMINAL OFFENSE.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

a. Without limiting Attorney's obligation to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face with such person within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute a substantial and incurable breach of this Agreement and result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate this Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

(i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other State, or Federal law.

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

(iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **$847.14 per case (2023); $865.00 per case (2024).** For the mutual convenience of the parties, Attorney shall be compensated in equal monthly payments **of $9,883.33 (2023) and $10,091.67 (2024)**, based on Attorney's selected caseload.

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$847.14 (2023) $865.00 (2024)
Unusually complex or laborious cases	Up to $1,600.00 (At the discretion of the Public Defense Manager)
Material witness matters	$300.00
Provision representation during preliminary appearance dockets to cover for a Staff Defender's unavailability	$400.00 (Monday) $350.00 (Tuesday, Friday) $525.00 (Wednesday, Thursday)
DOSA or SSOSA review on Attorney's own case	$300.00 per year that reviews continue
Post-sentencing matter on Attorney's own case	$300.00

In order to receive additional compensation for the assignments listed above, Attorney shall submit Claims for Compensation pursuant to the terms of Section 12c. below.

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive **$450.00 per day for each full day of trial and $225.00 for each partial day of trial**, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial" for purposes of this paragraph 12.b. only, shall be defined as actual proceedings related to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of $450.00 if the matter was scheduled for a jury trial or $225.00 if the matter was scheduled for a bench trial. Attorney may seek compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.d. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney under paragraphs 12.a. and 12.b. shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement, and Attorney shall not be entitled to receive any other additional compensation for services performed under this Agreement.

d. No claim for compensation is necessary for Attorney to receive the monthly compensation due under Section 12a. herein. As a precondition to Attorney receiving payment of the additional compensation specified under paragraphs 12.b. above, or for the specific assignment types warranting additional compensation as listed in Section 12a., Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period.

e. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as being complete and accurate for purposes of addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

f. Attorney shall notify the PDM about any case appointment for which Attorney has already been compensated but for which Attorney has lost eligibility for full case equivalent credit by virtue of a substitution of counsel or withdrawal by Attorney for any other reason before the omnibus hearing as provided in paragraph 8.(xi) above. Attorney shall provide such notice within thirty (30) days of such event (i.e., the substitution of counsel or withdrawal by Attorney resulting in lost eligibility for full case equivalent credit) and, if Attorney believes partial/fractional case equivalent credit is warranted under the provisions of above paragraph 8.(xi), Attorney shall include with such notice a written claim for partial/fractional case equivalent credit to be potentially used and applied for purposes of reversing the previously-awarded full case equivalent credit and correspondingly reducing the compensation previously paid to Attorney based thereon. If Attorney fails to notify the PDM as required in this paragraph 12.f. within said thirty (30) day period, Attorney shall forfeit any eligibility for partial/fractional credit and shall receive no credit for the particular case appointment even if Attorney performed services for which partial/fractional case equivalent credit may have otherwise been awarded under paragraph 8.(xi).

g. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s) previously paid to Attorney for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder. Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

h. To assist County in maintaining accurate caseload records, Attorney shall provide County with monthly caseload reports, containing an accurate listing of cases and other matters appointed during the month. These reports shall use the form and format prescribed by County, and are due on the 15th day of the following month. For example, the caseload report for February, 2022 is due by March 15, 2022. Failure to submit caseload reports shall constitute a breach of this contract and Attorney's compensation may be withheld until Attorney is in compliance.

i. County will compare submitted caseload reports with its internal records and note any discrepancies. If any are found and County cannot reasonable resolve it, then Attorney will be notified of such discrepancy by way of a Discrepancy Report. Thereafter, Attorney shall be responsible for providing records sufficient to prove Attorney's appointment to the case in question and entitlement for credit. If Attorney is unable to do so or does not do so within 10 business days of receiving a Discrepancy

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

Report from the County, then Attorney may be regarded as having forfeited credit for the case in question.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.** If Attorney wishes to be appointed to provide public defense services on Homicide and Persistent Offender cases, and is capable and certified to do so (under State court rules as well as local rules and Superior Court practices) then Attorney may be so appointed. For Homicide and Persistent Offender cases, Attorney shall be entitled to compensation in the amount of **$95 per hour, up to an initial maximum of $10,000, billed in increments of 1/10 hours**. Upon consultation, the Public Defense Manager may increase the maximum in whatever increments he sees fit, by issuing a Funding Authorization email through OPD's email-based funding authorization system.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the PDM appoint one of the other Benton County Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The decision about whether or not to appoint an additional Attorney for assistance shall be made in the sole and absolute discretion of the PDM. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the County recognizes that the Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than $1,000,000.00 per claim nor less than $1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than $1,000,000.00 per occurrence nor less than $2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than $1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the PDM within five (5) business days). The PDM shall then review the complaint and Attorney's response thereto and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM may then follow-up with the Benton County Superior Court to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. The foregoing procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the Court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County Superior

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County Superior Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence if the failure(s) is/are not cured within said ten (10) day period (e.g., termination without further notice or potential termination upon further notice). The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic nor in any way guaranteed.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the PDM, the Superior Court Administrator, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a-d. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Superior Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

d. Attorney may sub-contract substantially all of the duties to be provided pursuant to this Agreement provided that all of the following conditions are met:

(i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and

(ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and

(iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and

In the event that Attorney sub-contracts substantially all of the duties to be provided pursuant to this Agreement, Attorney agrees to continue to be professionally responsible for all of the work performed pursuant to this Agreement (even if the work is actually performed by the sub-contractor), and agrees that Attorney's obligations in Section 14. Indemnification and Hold Harmless, continue to apply to any work that is performed by a sub-contractor.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the expiration date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

26. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

27. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

28. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be determined by arbitration to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

30. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

31. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his/her below-stated office address; mailed to the County's PDM at his/her below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at his/her official email address.

Public Defense Manager
Benton County Office of Public Defense

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

7122 West Okanogan Place, Ste #A220
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address; mailed to Attorney at his/her business address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at his/her business email address.

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **PUBLIC DEFENSE MANAGER** Attorney acknowledges that the County has employed the PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his/her designees), and to promptly comply with reasonable requests from the PDM (and/or his/her designees), to allow for the effective monitoring and evaluation of Attorney's performance under this Agreement.

35. **PERFORMANCE STANDARDS MONITORING**. The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that her performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit “A” to this Agreement, the acknowledgement of which, by Attorney’s affirmative signature, is required to fully execute this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

ATTORNEY

Date 3/22/2023

DocuSigned by:

1B2D8E23383D473...

Dale Braunger, WSBA **#51582**

Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

Approved as to Form and Content

DocuSigned by:

B81E39B0BEAC43E...

Katherine Bohnet
Interim Public Defense Manager

SIGNING AUTHORITY FOR FIRM (required if attorney is an associate with a law firm)

_____, WSBA

I am a principal with signing authority for _____. I acknowledge and understand that the above-referenced Attorney, who is an associate with my firm, is about to enter into a public defense agreement with Benton County. I consent to this agreement, represent that my firm has sufficient resources to assist Attorney in faithfully carrying out his/her obligations pursuant to this Agreement and in complying with Washington State public defense laws, rules, and standards.

DocuSign Envelope ID: 01608A7F-4886-4E1C-A60A-FA169B77D6A7

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following:

a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- Trials held and cases disposed of with favorable resolutions at trial readiness
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:

DocuSigned by:

_____

I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/4/23
Subject:	Horticultural Pest and Disease Board appointment for Matt Eddie
Presenter:	
Prepared By:	Frank Wolf
Reviewed By:	

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Matt Eddie is currently on the Horticultural Pest and Disease Board. His term expires March 31, 2023. Matt Eddie has declared a willingness and desire to be reappointed to the Horticultural Pest and Disease Board.

Fiscal Impact

N/A

Recommendation

To ensure growers in Benton County have unrestricted trade in national and international markets, the Horticultural Pest and Disease Board recommends the Board of County Commissioners reappoint Matt Eddie to the Horticultural Pest and Disease Board for a two-year term.

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF MATT EDDIE TO THE BENTON COUNTY HORTICULTURAL PEST AND DISEASE BOARD

WHEREAS, the term for Matt Eddie is set to expire March 31, 2023 on the Benton County Horticultural Pest and Disease Board; and

WHEREAS, Matt Eddie has declared a willingness and a desire to be reappointed for an additional two-year term; **NOW THEREFORE,**

BE IT RESOLVED, that Matt Eddie is hereby reappointed to the Benton County Horticultural Pest and Disease Board effective April 4, 2023 and said term expiring March 31, 2025.

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

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: F.Wolf

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/4/23
Subject:	Horticultural Pest and Disease Board appointment for Kevin Christensen
Presenter:	
Prepared By:	Frank Wolf
Reviewed By:	

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Kevin Christensen is currently on the Horticultural Pest and Disease Board. His term expires March 31, 2023. Kevin Christensen has declared a willingness and desire to be reappointed to the Horticultural Pest and Disease Board.

Fiscal Impact

N/A

Recommendation

To ensure growers in Benton County have unrestricted trade in national and international markets, the Horticultural Pest and Disease Board recommends the Board of County Commissioners reappoint Kevin Christensen to the Horticultural Pest and Disease Board for a two-year term.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF KEVIN CHRISTENSEN TO THE BENTON COUNTY HORTICULTURAL PEST AND DISEASE BOARD

WHEREAS, the term for Kevin Christensen is set to expire March 31, 2023 on the Benton County Horticultural Pest and Disease Board; and

WHEREAS, Kevin Christensen has declared a willingness and a desire to be reappointed for an additional two-year term; **NOW THEREFORE,**

BE IT RESOLVED, that Kevin Christensen is hereby reappointed to the Benton County Horticultural Pest and Disease Board effective April 4, 2023 and said term expiring March 31, 2025.

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

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: F.Wolf

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/4/23
Subject:	Horticultural Pest and Disease Board appointment for David Murray
Presenter:	
Prepared By:	Frank Wolf
Reviewed By:	

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

Type of Agenda Item:

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

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

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

Summary / Background Information

David Murray is currently on the Horticultural Pest and Disease Board. His term expires March 31, 2023. David Murray has declared a willingness and desire to be reappointed to the Horticultural Pest and Disease Board.

Fiscal Impact

N/A

Recommendation

To ensure growers in Benton County have unrestricted trade in national and international markets. The Horticultural Pest and Disease Board recommends the Board of County Commissioners reappoint David Murray to the Horticultural Pest and Disease Board for a two-year term.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF DAVID MURRAY TO THE BENTON COUNTY HORTICULTURAL PEST AND DISEASE BOARD

WHEREAS, the term for David Murray is set to expire March 31, 2023 on the Benton County Horticultural Pest and Disease Board; and

WHEREAS, David Murray has declared a willingness and a desire to be reappointed for an additional two-year term; **NOW THEREFORE,**

BE IT RESOLVED, that David Murray is hereby reappointed to the Benton County Horticultural Pest and Disease Board effective April 4, 2023 and said term expiring March 31, 2025.

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: F.Wolf

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 4, 2023
Subject:	Ratifying Change Order No. 1 to Superior Tree, LLC contract for C.E. 2136 – 2022 Countywide Brush Cutting Project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

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

Summary / Background Information

On December 6, 2022 the Board of County Commissioners approved Resolution 2022-907 and executed a contract with Superior Tree, LLC for C.E. 2136 – 2022 Countywide Brush Cutting Project in the amount of $85,800.00.

Change Order No. 1 decreased the contract amount by ($27,640.00) for a new contract amount of $58,160.00.

All parties have singed the change order. Pursuant to the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) the Board of County Commissioners needs to ratify the Change Order.

Fiscal Impact

Amount: **(**$27,640.00)
Fund: Road Fund

Recommendation

Ratify Change Order No. 1 to Superior Tree, LLC contract for C.E. 2136 – 2022 Countywide Brush Cutting Project as presented.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF RATIFYING CHANGE ORDER NO. 1 TO SUPERIOR TREE, LLC CONTRACT FOR C.E. 2136 – 2022 COUNTYWIDE BRUSH CUTTING PROJECT

WHEREAS, on December 6, 2022 the Board of County Commissioners approved Resolution 2022-907 and executed a contract with Superior Tree, LLC for C.E. 2136 in the amount of $85,800.00; and

WHEREAS, Change Order No. 1 will decrease the contract amount by ($27,640.00) due to the work being completed in less time than original bid and some of the bid items were not utilized; and

WHEREAS, the County Administrator, County Engineer, and Superior Tree have approved and signed Change Order No. 1; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners to ratify change orders; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order No. 1 attached hereto to the contract executed by Resolution 2022-907 with Superior Tree, LLC for C.E. 2136 – 2022 Countywide Brush Cutting Project; and

BE IT FURTHER RESOLVED, the total contract amount will decrease in the amount of ($27,640.00) for a new contract amount of $58,160.00.

Dated this 4th day of April 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Dept. D. Hope
cc: Auditor, Superior Tree

DocuSign Envelope ID: 1A77D28A-5C0B-4073-8E4B-B2453F66CFF7

Change Order

Contract Number	Contract Title	Federal Aid Number
CE 2136	2022 County Wide Brush Cutting	n/a
Change Order Number	**Change Description**	**Date**
#1	Decrease in contract amount	03/15/2023
Prime Contractor/Design-Builder Superior Tree, LLC		

■ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

☐ Change proposed by Contractor/Design-Builder

Bid Item #3

The project was bid to be a maximum of 200 hours and the work was finished in 190. The cost per hour was $264.00

Cost Decrease – 10 hours x $264.00 = ($2,640.00)

Bid Item #4

Minor changes to the contract was bid at $25,000.00. There were no minor changes to the contract resulting in a cost decrease of ($25,000.00)

Total costs savings = ($27,640.00)

Verbal Approval Date		Working Days +/- n/a	
Original Contract Amount $85,800.00	Current Contract Amount $85,800.00	Est. Net Change This C.O. ($27,640.00)	Est. Contract Amount $58,160.00

☐ Approval Recommended DocuSigned by: Travis Hatfield 4B7AC7A25973443... Project Engineer	3/20/2023 Date	☐ Approved DocuSigned by: Jerrod MacPherson C00A9E25E8284FD... County Administrator	3/20/2023 Date
☐ Approval Recommended DocuSigned by: John 86C31E4FA974085... By Prime Contractor	3/20/2023 Date	☐ Approved DocuSigned by: Matt Rasmussen F855E7C3F15A495... County Engineer	3/20/2023 Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 4, 2023
Subject:	Executing Contract w/ El Dorado Architects for the Design of the New Event Center & Parking Lot at the Benton County Fairgrounds/Event Property
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

The Purchasing Department advertised a Request for Qualifications for Architectural and Engineering services for the design of a new Event Center Building and Parking Lot at the Benton County Fairgrounds/Event Center Property.

Benton County received nine responses to the request for qualifications for the new Event Center & Parking Lot Project.

After a review of the qualifications submitted, it was determined that El Dorado Architects of Portland, Oregon was the most qualified firm to provide the necessary services.

A Professional Services Contract was negotiated with El Dorado Architects, approved to form by the Prosecuting Attorney's office, and signed by the consultant.

Fiscal Impact

Amount: **$1,422,799.00 excluding WSST**

Fund: **Various Funds**

Recommendation

Approve executing the contract with El Dorado Architects for the design of the new Event Center & Parking Lot at the Benton County Fairgrounds/Event Center Property.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF A NEW EVENT CENTER BUILDING & PARKING LOT AT THE BENTON COUNTY FAIRGROUNDS/EVENT CENTER PROPERTY WITH EL DORADO ARCHITECTS OF PORTLAND, OREGON

WHEREAS, the Purchasing Department advertised a Request for Qualifications for Architectural and Engineering services for the design of a new Event Center Building and Parking Lot at the Benton County Fairgrounds/Event Center Property; and

WHEREAS, Benton County received nine responses to the request for qualifications for the new Event Center & Parking Lot Project; and

WHEREAS, after a review of the qualifications submitted, it was determined that El Dorado Architects of Portland, Oregon was the most qualified firm to provide the necessary services; and

WHEREAS, a Professional Services Contract was negotiated with El Dorado Architects, approved to form by the Prosecuting Attorney's office, and signed by the consultant; **NOW THEREFORE,**

BE IT RESOLVED that the Board of County Commissioners hereby approves the Professional Services Contract with El Dorado Architects of Portland, Oregon, for the new Event Center & Parking Lot project in the amount of $1,422,799.00, excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED the Agreement will expire one year after substantial completion of the project.

Dated this 4th day of April 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
_ Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Department P. Schut
Cc: Auditor, PA, El Dorado Architects

AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 4th day of April in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Benton County
620 Market Street
Prosser, Washington 99350

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

Eldorado Incorporated
d/b/a El Dorado, Inc, El Dorado Architects
1623 NW Marshall St.
Portland, OR 97209

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Benton County Event Center Building & Parking Lot
Kennewick Washington

The Owner and Architect agree as follows.

The architect and consultants will provide programming, planning, and design of a 50,000 square foot open span pre-engineered metal building.

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

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

Init.
/

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(894002547)

TABLE OF ARTICLES

1 ARCHITECT'S RESPONSIBILITIES

2 OWNER'S RESPONSIBILITIES

3 COPYRIGHTS AND LICENSES

4 CLAIMS AND DISPUTES

5 TERMINATION OR SUSPENSION

6 COMPENSATION

7 MISCELLANEOUS PROVISIONS

8 HOLD HARMLESS AND INDEMNIFICATION

9 SPECIAL TERMS AND CONDITIONS

10 PUBLIC RECORDS ACT

11 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:
(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

A/E services as defined in attached AIA Document B201-2017 and in Exhibit E Scope and Fee Structure dated March 21, 2023, and consisting of 42 pages.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.
(List name, address, and other contact information.)

Josh Shelton
El Dorado Architects
1623 NW Marshall St.
Portland, OR 97209
971-266-8665
Josh@eldo.us

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

Init.
/

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement unless otherwise specified.

§ 1.5.1 Commercial General Liability with policy limits of not less than one million ($1,000,000) for each occurrence and two million ($2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million ($ 1,000,000) per claim and two million ($ 2,000,000) in the aggregate. Architect shall maintain claims made professional liability insurance in the above amounts for a minimum of 36 months after the effective date of termination or completion of this Contract.

§ 1.5.7 DELETED

§ 1.5.8 **Additional Insured Obligations.** The Architect must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under Article 9. Architect 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.

§ 1.5.8.1 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.

§ 1.5.8.2 The Architect's liability insurance provisions shall be primary with respect to any insurance or self insurance programs covering the Owner or its elected and appointed officers, officials, employees, or agents. Architect'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 Owner shall be excess and not contributory to Architect's insurance policies.

§ 1.5.8.3 The Architect's liability insurance shall contain no special limitation on the amount of protection afforded to the Owner as an additional insured.

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

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

§ 1.5.8.5 The Architect'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.

§ 1.5.8.6 The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification. If the Architect maintains higher limits than the minimums required in this Agreement, the Owner shall be entitled to coverage for the higher limits maintained by the Architect.

§ 1.5.8.7 Architect 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 Architect to enter into a pre-loss agreement to waive subrogation without an endorsement, then Architect 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 Architect enter into such a waiver of subrogation on a pre-loss basis.

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

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

§ 1.5.8.10 Certificates of Liability Insurance, with endorsements attached, must be provided to the Owner's Representative referenced in Section 2.2.

§ 1.6 In the event of any errors or omissions by the Architect in the preparation of drawings and specifications required under this Contract, the Architect shall make any and all necessary corrections without additional compensation. All documents submitted by the Architect shall be checked for errors and omissions. The Architect shall be responsible for the accuracy of the drawings and specifications, even if they have been accepted by the Owner.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Robert Blain
Director of Operations & Capital Programs
7122 W Okanogan Place; STE E330
Kennewick, WA 99336
509-736-2704
Robert.Blain@co.benton.wa.us

§ 2.3 The Owner's Representative, as designated in the Agreement, shall be the Owner's principal contact with the Architect, and all communications from the Architect to the Owner shall be made to the Owner's Representative. The Owner shall promptly notify the Architect in writing of any replacement to the Owner's Representative.

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

§ 2.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.5 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.6 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.7 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 4.1.2 Notice of any disputes or claims between the Architect and Owner, arising under and by virtue of this Agreement, shall be brought to the attention of the non-aggrieved party within 21 days after occurrence of the event giving rise to such claim or within 21 days after claimant first recognizes or reasonably should have recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice.

(Paragraph deleted)

§ 4.1.4 Any dispute relating to the quality or acceptability of performance and/or compensation due the Architect shall first be discussed in person between the Architect and the Owner 's Contract Representative or designee as a condition precedent to Mediation.

§ 4.1.5 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.6 Any mediation or trial arising out of or relating to the Agreement or the Work shall be commenced and conducted in Benton County.

§ 4.1.7 Severability. Should any provision of the Agreement, at any time, be in conflict with any law, rule, regulation, ruling or order, or be unenforceable or inoperative for any reason, then such provision shall continue in effect only to the extent that is remains valid. In the event any provision of the Agreement becomes less than fully enforceable and operative, the remaining provisions shall nevertheless remain in full force and effect. If the arbitrator(s) or court, as applicable, decided that a provision of the Agreement is less than fully enforceable and operative, the arbitrator(s) or court shall limit the meaning and effect of the provision to the fullest meaning and effect permitted by law.

§ 4.1.8 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement not resolved after being brought to the attention of Owner's Contract Representative, shall be subject to mediation. Owner's Contract Representative gets the final decision on whether to move forward with mediation or proceed straight to judicial relief.. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, the action shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 4.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ten (10) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services properly executed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses reasonably incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ten (10) days' written notice.

(Paragraph deleted)

§ 5.4 If the Architect breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Owner, the Owner may immediately terminate this Contract by so notifying the Architect, in which case the Owner shall pay the Architect only for the reasonable costs of properly executed services accepted by the Owner, in accordance with Section 6 of Document B201 - 2017. Upon such termination, Owner, at its discretion, may obtain performance of the work elsewhere, and the Architect shall bear all costs and expenses incurred by the Owner in completing the work and all damage sustained by the Owner by reason of the Architect's breach.

§ 5.5 Owner may terminate this Agreement in whole or in part whenever Owner determines in its sole discretion that such termination is in the best interests of the County. Owner may terminate this Contract upon giving fourteen (14) days written notice by certified mail to the Architect.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services properly executed prior to termination, Reimbursable Expenses incurred, and reasonable costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 5.7 Owner is entitled to reimbursement for any services paid for but not rendered due to Termination of this Agreement in whole or in part. In the event of termination of this Agreement by either party, the Client shall be granted a limited license to utilize the Architect's documents for completion by others. The Owner shall indemnify and hold

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

the Architect harmless from any claims, damages, loss or liability, including legal fees and cost of defense, arising out of the Owner's use, modification or completion of the Architect's Work Product after termination

§ 5.8 In the event that funding for this project is withdrawn after the effective date of this Agreement, Owner may summarily terminate this Agreement notwithstanding any other termination provision in this agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of the termination sent by Owner to the Architect. After the effective date, no charges incurred under this Agreement shall be allowed.

§ 5.9 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

[ ] One year from the date of commencement of the Architect's services

[X] One year from the date of Substantial Completion

[ ] Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

§ 5.10 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

See Attachment E

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraph deleted)

.1 dedicated data and communication services, teleconferences, Project web sites, and extranets;
.2 Permitting and other fees required by authorities having jurisdiction over the Project;

(Paragraphs deleted)

.3 Renderings, physical models, mock-ups, professional photography, vendor printing, and presentation materials requested by the Owner or required for the Project;
.4 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.5 All taxes levied on professional services and on reimbursable expenses;
.6 Site office expenses including in-house printing;
.7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
.8 Travel expenses;
.9 Meals associated with travel and work sessions; and
.10 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

(Paragraphs deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts owed.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the laws of the State of Washington.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. If either party attempts an assignment without consent, that party shall nevertheless remain legally responsible for all of its obligations under the Agreement.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9 and Section 11.

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

(Paragraphs deleted)

ARTICLE 8 SPECIAL TERMS AND CONDITIONS (

8.1 To the fullest extent permitted by law, regardless of the theory of liability (including, without limitation breach of contract or warranty, negligence, professional errors or omissions, or strict liability), in no event will the Architect's total aggregate liability related to this Agreement or the Project exceed the greater of (a) the insurance proceeds recovered on account of the policies required under this Agreement, if any and as applicable, or (b) the amount of compensation paid by Owner to the Architect under this Agreement.

ARTICLE 9 HOLD HARMLESS AND INDEMNIFICATION

§ 9.1 The Architect shall hold harmless, indemnify, and defend the Owner 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 services performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of the Architect or its subconsultants or their property upon or in the proximity of the property of the Owner. PROVIDED, that the Architect's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Owner or its officers, officials, employees, or agents. In the event of the concurrent negligence of the Architect or its subconsultants, employees, or agents and the Owner or its employees or agents this indemnification obligation of the Architect shall be valid and enforceable only to the extent of the negligence of the Architect and its subconsultants, employees, and agents.

§ 9.2 In any and all claims against the Owner and its officers, officials, employees, and agents by any employee of the Architect, any subconsultants, 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

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

on the amount or type of damages, compensation, or benefits payable by or for the Architect or subconsultants under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Architect expressly waives any immunity the Architect might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the Architect 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 Architect makes with any subcontractor or agent performing work hereunder. Architect's obligations under this Section 7 shall survive termination and expiration of this Contract.

§ 9.3 The Architect'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 Architect, or the Architect's employees, agents, or subconsultants.

ARTICLE 10 PUBLIC RECORDS ACT

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

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 11.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ]

(Paragraphs deleted)

[ ] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement.)

N/A

.3 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

AIA Document B201-2017, Standard Form of Architect's Services
Attachment A - Estimated Project Costs
Attachment B - El Dorado Architects' Billing Rates
Attachment C - Benton County Request for Qualifications advertised January 4, 2023
Attachment D - El Dorado Architects' response to Benton County's Request for Qualifications
Attachment E - El Dorado Architects' Scope and Fee Structure dated 3/21/23

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

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

Dated:_____

for: Benton County

_____
Chairman

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney
(Row deleted)

Dated:_____

for: Eldorado Incorporated
d/b/a El Dorado, Inc, El Dorado Architects

_____
Signature

_____
Title: President

_____
Print Name: Josh Shelton

_____
WA License Number: 11913

AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(894002547)

Additions and Deletions Report for

AIA® Document B102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:55:01 CT on 03/27/2023.

PAGE 1

AGREEMENT made as of the 7th day of March in the year 2023

...

Benton County
620 Market Street
Prosser, Washington 99350

...

Eldorado Incorporated
d/b/a El Dorado, Inc, El Dorado Architects
1623 NW Marshall St.
Portland, OR 97209

...

Benton County Event Center Building & Parking Lot
Kennewick Washington

...

The architect and consultants will provide programming, planning, and design of a 50,000 square foot open span pre-engineered metal building.

PAGE 2

8 HOLD HARMLESS AND INDEMNIFICATION

9 SPECIAL TERMS AND CONDITIONS

~~9~~ 10 PUBLIC RECORDS ACT

11 SCOPE OF THE AGREEMENT

...

A/E services as defined in attached AIA Document B201-2017 and in Exhibit E Scope and Fee Structure dated March 21, 2023, and consisting of 42 pages.

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

...

Josh Shelton
El Dorado Architects
1623 NW Marshall St.
Portland, OR 97209
971-266-8665
Josh@eldo.us

§ 1.5 The Architect shall maintain the following insurance until termination of this ~~Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.~~Agreement unless otherwise specified.

§ 1.5.1 Commercial General Liability with policy limits of not less than ~~($)~~one million ($1,000,000) for each occurrence and ~~($)~~two million ($2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 1.5.5 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million ($ 1,000,000) per claim and two million ($ 2,000,000) in the aggregate. Architect shall maintain claims made professional liability insurance in the above amounts for a minimum of 36 months after the effective date of termination or completion of this Contract.

§ 1.5.7 ~~Additional Insured Obligations.~~ ~~If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~**DELETED**

§ 1.5.8 ~~The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.~~**Additional Insured Obligations.** The Architect must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under Article 9. Architect 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.

§ 1.5.8.1 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.

§ 1.5.8.2 The Architect's liability insurance provisions shall be primary with respect to any insurance or self insurance programs covering the Owner or its elected and appointed officers, officials, employees, or agents. Architect's liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible,

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

or risk retention maintained or participated in by the Owner shall be excess and not contributory to Architect's insurance policies.

§ 1.5.8.3 The Architect's liability insurance shall contain no special limitation on the amount of protection afforded to the Owner as an additional insured.

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

§ 1.5.8.5 The Architect'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.

§ 1.5.8.6 The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification. If the Architect maintains higher limits than the minimums required in this Agreement, the Owner shall be entitled to coverage for the higher limits maintained by the Architect.

§ 1.5.8.7 Architect 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 Architect to enter into a pre-loss agreement to waive subrogation without an endorsement, then Architect 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 Architect enter into such a waiver of subrogation on a pre-loss basis.

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

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

§ 1.5.8.10 Certificates of Liability Insurance, with endorsements attached, must be provided to the Owner's Representative referenced in Section 2.2.

§ 1.6 In the event of any errors or omissions by the Architect in the preparation of drawings and specifications required under this Contract, the Architect shall make any and all necessary corrections without additional compensation. All documents submitted by the Architect shall be checked for errors and omissions. The Architect shall be responsible for the accuracy of the drawings and specifications, even if they have been accepted by the Owner.

PAGE 4

Robert Blain
Director of Operations & Capital Programs
7122 W Okanogan Place; STE E330
Kennewick, WA 99336
509-736-2704
Robert.Blain@co.benton.wa.us

§ 2.3 The ~~Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional~~

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

~~liability insurance, as appropriate to the services or work provided.~~Owner's Representative, as designated in the Agreement, shall be the Owner's principal contact with the Architect, and all communications from the Architect to the Owner shall be made to the Owner's Representative. The Owner shall promptly notify the Architect in writing of any replacement to the Owner's Representative.

§ 2.4 The Owner shall ~~furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.5 The Owner shall ~~provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.~~furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.6 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.7 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

PAGE 6

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.~~law.

§ 4.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~Notice of any disputes or claims between the Architect and Owner, arising under and by virtue of this Agreement, shall be brought to the attention of the non-aggrieved party within 21 days after occurrence of the event giving rise to such claim or within 21 days after claimant first recognizes or reasonably should have recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice.

~~§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.~~

§ 4.1.4 Any dispute relating to the quality or acceptability of performance and/or compensation due the Architect shall first be discussed in person between the Architect and the Owner 's Contract Representative or designee as a condition precedent to Mediation.

§ 4.1.5 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.6 Any mediation or trial arising out of or relating to the Agreement or the Work shall be commenced and conducted in Benton County.

§ 4.1.7 **Severability.** Should any provision of the Agreement, at any time, be in conflict with any law, rule, regulation, ruling or order, or be unenforceable or inoperative for any reason, then such provision shall continue in effect only to the extent that is remains valid. In the event any provision of the Agreement becomes less than fully enforceable and operative, the remaining provisions shall nevertheless remain in full force and effect. If the arbitrator(s) or court, as applicable, decided that a provision of the Agreement is less than fully enforceable and operative, the arbitrator(s) or court shall limit the meaning and effect of the provision to the fullest meaning and effect permitted by law.

§ 4.1.8 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement ~~shall be subject to mediation as a condition precedent to binding dispute resolution.~~ not resolved after being brought to the attention of Owner's Contract Representative, shall be subject to mediation. Owner's Contract Representative gets the final decision on whether to move forward with mediation or proceed straight to judicial relief.. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by ~~mediation or by binding dispute resolution.~~mediation.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint ~~or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall~~ but, in such event, the action shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

PAGE 7

[X] Litigation in a court of competent jurisdiction

...

~~§ 4.3 Arbitration~~

~~§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

~~§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 4.3.4 Consolidation or Joinder~~

~~§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.~~

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven~~ ten (10) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services ~~performed~~ properly executed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses reasonably incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ~~seven~~ ten (10) days' written notice.

~~§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

§ 5.4 If the Architect breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Owner, the Owner may immediately terminate this Contract by so notifying the Architect, in which case the Owner shall pay the Architect only for the reasonable costs of properly executed services accepted by the Owner, in accordance with Section 6 of Document B201 - 2017. Upon such termination, Owner, at its discretion, may obtain performance of the work elsewhere, and the Architect shall bear all costs and expenses incurred by the Owner in completing the work and all damage sustained by the Owner by reason of the Architect's breach.

§ 5.5 ~~The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~Owner may terminate this Agreement in whole or in part whenever Owner

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

determines in its sole discretion that such termination is in the best interests of the County. Owner may terminate this Contract upon giving fourteen (14) days written notice by certified mail to the Architect.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services ~~performed~~ properly executed prior to termination, Reimbursable Expenses incurred, and reasonable costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

~~**§ 5.7** In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:~~

~~**§ 5.8** Except as otherwise expressly provided herein, this Agreement shall terminate~~
~~*(Check the appropriate box.)*~~

~~[ ] One year from the date of commencement of the Architect's services~~

~~[ ] One year from the date of Substantial Completion~~

~~[ ] Other~~
~~*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*~~

~~If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.~~

§ 5.7 Owner is entitled to reimbursement for any services paid for but not rendered due to Termination of this Agreement in whole or in part. In the event of termination of this Agreement by either party, the Client shall be granted a limited license to utilize the Architect's documents for completion by others. The Owner shall indemnify and hold the Architect harmless from any claims, damages, loss or liability, including legal fees and cost of defense, arising out of the Owner's use, modification or completion of the Architect's Work Product after termination

§ 5.8 In the event that funding for this project is withdrawn after the effective date of this Agreement, Owner may summarily terminate this Agreement notwithstanding any other termination provision in this agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of the termination sent by Owner to the Architect. After the effective date, no charges incurred under this Agreement shall be allowed.

§ 5.9 ~~The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.~~Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

[ ] One year from the date of commencement of the Architect's services

[X] One year from the date of Substantial Completion

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. *All rights reserved.* "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

[ ] Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

§ 5.10 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

PAGE 8

See Attachment E

...

~~.1 Transportation and authorized out-of-town travel and subsistence;~~
~~.2 Long distance services,~~
.1 dedicated data and communication services, teleconferences, Project web sites, and extranets;
~~.3~~ .2 Permitting and other fees required by authorities having jurisdiction over the Project;
~~.4 Printing, reproductions, plots, and standard form documents;~~
~~.5 Postage, handling and delivery;~~
~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
~~.7~~ .3 Renderings, physical models, mock-ups, professional photography, vendor printing, and presentation materials requested by the Owner or required for the Project;
~~.8~~ .4 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
~~.9~~ .5 All taxes levied on professional services and on reimbursable expenses;
~~.10 Site office expenses;~~.6 Site office expenses including in-house printing;
~~.11~~ .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
.8 Travel expenses;
.9 Meals associated with travel and work sessions; and
~~.12~~ .10 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses ~~incurred.~~incurred

~~**§ 6.2.3 Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)*~~

PAGE 9

§ 6.3.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % per month

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts ~~in a binding dispute resolution proceeding.~~owed.

...

§ 7.1 This Agreement shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.~~laws of the State of Washington.

...

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. If either party attempts an assignment without consent, that party shall nevertheless remain legally responsible for all of its obligations under the Agreement.
PAGE 10

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order,~~ or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this ~~Section 7.9.~~Section 7.9 and Section 11.

...

~~ARTICLE 8 SPECIAL TERMS AND CONDITIONS~~
~~Special terms and conditions that modify this Agreement are as follows:~~
~~*(Include other terms and conditions applicable to this Agreement.)*~~

~~ARTICLE 9 SCOPE OF THE AGREEMENT~~
ARTICLE 8 SPECIAL TERMS AND CONDITIONS (

8.1 To the fullest extent permitted by law, regardless of the theory of liability (including, without limitation breach of contract or warranty, negligence, professional errors or omissions, or strict liability), in no event will the Architect's total aggregate liability related to this Agreement or the Project exceed the greater of (a) the insurance proceeds recovered on account of the policies required under this Agreement, if any and as applicable, or (b) the amount of compensation paid by Owner to the Architect under this Agreement.

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

ARTICLE 9 HOLD HARMLESS AND INDEMNIFICATION

§ 9.1 ~~This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.~~The Architect shall hold harmless, indemnify, and defend the Owner 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 services performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of the Architect or its subconsultants or their property upon or in the proximity of the property of the Owner. PROVIDED, that the Architect's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Owner or its officers, officials, employees, or agents. In the event of the concurrent negligence of the Architect or its subconsultants, employees, or agents and the Owner or its employees or agents this indemnification obligation of the Architect shall be valid and enforceable only to the extent of the negligence of the Architect and its subconsultants, employees, and agents.

§ 9.2 ~~This Agreement is comprised of the following documents identified below:~~In any and all claims against the Owner and its officers, officials, employees, and agents by any employee of the Architect, any subconsultants, 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 Architect or subconsultants under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Architect expressly waives any immunity the Architect might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the Architect 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 Architect makes with any subcontractor or agent performing work hereunder. Architect's obligations under this Section 7 shall survive termination and expiration of this Contract.

§ 9.3 The Architect'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 Architect, or the Architect's employees, agents, or subconsultants.

ARTICLE 10 PUBLIC RECORDS ACT

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

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 11.2 This Agreement is comprised of the following documents identified below:

PAGE 11

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

~~*(Insert the date of the E203-2013 incorporated into this Agreement.)*~~

~~.3~~
.2 Exhibits:

...

[ ] ~~AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~

_____

...

N/A

~~.4~~ .3 Other documents:

...

AIA Document B201-2017, Standard Form of Architect's Services
Attachment A - Estimated Project Costs
Attachment B - El Dorado Architects' Billing Rates
Attachment C - Benton County Request for Qualifications advertised January 4, 2023
Attachment D - El Dorado Architects' response to Benton County's Request for Qualifications
Attachment E - El Dorado Architects' Scope and Fee Structure dated 3/21/23
~~This Agreement entered into as of the day and year first written above.~~

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

Dated:_____	Dated:_____
for: Benton County	for: Eldorado Incorporated d/b/a El Dorado, Inc, El Dorado Architects
_____ Chairman	_____ Signature
_____ Member	_____ Title: President
_____ Member	_____ Print Name: Josh Shelton
Constituting the Board of County Commissioners of Benton County, Washington.	_____ WA License Number: 11913

Attest:_____
Clerk of the Board

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

Approved as to Form

~~**OWNER** *(Signature)*~~

Civil Deputy Prosecuting Attorney

~~*(Printed name and title)*~~

~~**ARCHITECT** *(Signature)*~~

~~*(Printed name, title, and license number, if required)*~~

Additions and Deletions Report for AIA Document B102 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:55:01 CT on 03/27/2023 under Order No. 3104238261 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

President

(Title)

3/27/23

(Dated)

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 19:55:01 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (894002547)

AIA® Document B201™ – 2017

Standard Form of Architect's Services: *Design and Construction Contract Administration*

for the following PROJECT:
(Name and location or address)

Benton County Event Center Building & Parking Lot
Kennewick Washington

THE OWNER:
(Name, legal status and address)

Benton County, Washington
620 Market Street
Prosser, Washington 99350

THE ARCHITECT:
(Name, legal status and address)

Eldorado Incorporated
d/b/a El Dorado, Inc, d/b/a El Dorado Architects
1623 NW Marshall St.
Portland, OR 97209

THE AGREEMENT
This Standard Form of Architect's Services (B201 - 2017) is part of the accompanying Owner-Architect Agreement (B102 - 2017) (hereinafter, together referred to as the Agreement) dated the 4th day of April in the year 2023.
(In words, indicate day, month and year.)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SCOPE OF ARCHITECT'S BASIC SERVICES

3 SUPPLEMENTAL AND ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COST OF THE WORK

6 COMPENSATION

7 ATTACHMENTS AND EXHIBITS

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

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

Init.
/

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Attachment D

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The building site will be on the Benton County Fairgrounds/Event Center Property in Kennewick, WA

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:
(Provide total and, if known, a line item breakdown.)

See Attachment A

§ 1.1.4 The Owner's anticipated design and construction milestone dates: See Attachment E

.1 Design phase milestone dates, if any:

XXXX

.2 Construction commencement date:

XXXX

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

traditional competitive Design/Bid/Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into the Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into the Agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD

Init.
/
AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

§ 1.1.8 The Owner shall retain the following consultants and contractors: See Attachment D
(List name, legal status, address, and other contact information.)

.1 Civil Engineer for surveying purposes:

TBD

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2: See Attachment D
(List name, legal status, address, and other contact information.)

§ 1.1.9.1 Consultants retained under Basic Services:

.1 Civil Engineer:

.2 Structural Engineer:

.3 Mechanical Engineer:

.4 Electrical Engineer:

.5 Landscape Architect:

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

§ 1.1.9.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.10 Other Initial Information on which the Agreement is based:

Benton County Request for Qualifications advertised January 4, 2023 Attachment C
El Dorado's response to Benton County's Request for Qualifications Attachment D

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The Owner's Representative as designated in the accompanying B102-2017, shall be the Owner's principal contact with the Architect. All communications from the Architect to the Owner shall be made to the Owner's Representative.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services associated with the New Benton County Administration Building project in accordance with Attachment E attached hereto. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of the Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 2.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

Init.
/
AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.1.7 The Architect agrees to provide its own labor and materials as included costs in the fees payable consistent with Attachment E and Article 6 below. Unless otherwise provided for in a work order for Supplemental or Additional Services, no materials, labor, or facilities will be furnished by the Owner.

§ 2.1.8 Duties, responsibilities, and limitations of authority of the Architect as set forth in this Contract Document shall not be restricted, modified or extended without written consent of the Owner and Architect.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 5.3.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.5 PROCUREMENT PHASE SERVICES

§ 2.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 General

Init.
/

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

It is understood and agreed that the Architect's Scope of Services under this Agreement does not include thorough or typical Construction Phase Services or project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Owner with limited Architect input on an as-needed basis as determined solely by the Owner. As such, the terms of this section (2.6 and its subparts) only apply if and to the extent such services are requested by the Owner.

In all instances where the input of the Architect is not sought by Owner, the Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Owner waives any claims against the Architect that may be in any way connected thereto. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by the Owner or other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the Architect.

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor only upon written request on an as needed basis as determined by the Owner, as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under the Agreement unless the Owner and the Architect amend the Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 Submittals

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

§ 2.6.4.4 Subject to Section 3.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 Changes in the Work

§ 2.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 3.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 SUPPLEMENTAL SERVICES

§ 3.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)

Supplemental Services	Responsibility *(Architect, Owner or Not Provided)*
§ 3.1.1.1 Programming	Architect
§ 3.1.1.2 Multiple preliminary designs	Architect
§ 3.1.1.3 Measured drawings (of existing)	Not Provided
§ 3.1.1.4 Existing facilities surveys	Architect
§ 3.1.1.5 Site evaluation and planning	Architect
§ 3.1.1.6 Building Information Model management responsibilities	Architect
§ 3.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 3.1.1.8 Civil engineering	Architect
§ 3.1.1.9 Landscape design	Architect
§ 3.1.1.10 Architectural interior design	Architect
§ 3.1.1.11 Value analysis	Not Provided
§ 3.1.1.12 Detailed cost estimating beyond that required in Section 5.3	Architect
§ 3.1.1.13 On-site project representation	Not Provided
§ 3.1.1.14 Conformed documents for construction	Architect
§ 3.1.1.15 As-designed record drawings	Architect
§ 3.1.1.16 As-constructed record drawings	Not Provided
§ 3.1.1.17 Post occupancy evaluation	Not Provided
§ 3.1.1.18 Facility support services	Not Provided
§ 3.1.1.19 Tenant-related services	Not Provided
§ 3.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 3.1.1.21 Telecommunications/data design	Architect
§ 3.1.1.22 Security evaluation and planning	Not Provided
§ 3.1.1.23 Commissioning	Owner
§ 3.1.1.24 Sustainable Project Services pursuant to Section 3.1.3	Owner
§ 3.1.1.25 Fast-track design services	Not Provided
§ 3.1.1.26 Multiple bid packages	Not Provided
§ 3.1.1.27 Historic preservation	Not Provided
§ 3.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 3.1.1.29 Other services provided by specialty Consultants	Owner
§ 3.1.1.30 Other Supplemental Services	
Landscape and Master Plan Consulting	Architect

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Attachment E

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

Init. /

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes: (1484412023)

(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

(Paragraph deleted)

§ 3.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect due to errors or omissions in final construction Documents, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule. No amendment or modification shall be made to this agreement unless set forth in a written contract amendment.

§ 3.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 3.2.3 The Architect shall provide As Needed Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

.1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 at least one visit every two weeks, more as needed ( ) visits to the site by the Architect during construction

.3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 two (2) inspections for any portion of the Work to determine final completion

§ **3.2.4** Except for services required under Section 2.6.6.5 and those services that do not exceed the limits set forth in Section 3.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ **3.2.5** If the services covered by this Agreement between the Architect and Benton County have not been completed within Twenty-Six (26) months of the date of the Agreement, or if Additional Services are required, a Contract Amendment shall be made to this Agreement in accordance with Article 8 of document B102-2017. Compensation shall be provided for in accordance with sections 3 and 6 of this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ **4.1** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ **4.2** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ **4.3** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ **4.4** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ **4.5** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ **4.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

(Paragraph deleted)

§ **4.7**DELETED

§ **4.8** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

Init.
/

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

§ 4.9 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in the Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of the Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 3.1.1, as a Supplemental Service.

§ 5.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 5.5 of AIA Document B102™–2017;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6., the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect's Basic Services as follows: See Attachment E

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

(N/A) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 6.6.

.3 Other
(Describe the method of compensation)

N/A

§ 6.2 For the Architect's Supplemental Services designated in Section 3.1.1 that are not included as basic services in Attachment E, and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

For Architect's services: To Be Determined Through Negotiation Pursuant To Attachment B
For Consultant's services: Amount invoiced to the Architect plus ten percent (10%)

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

For Architect's services: To Be Determined Through Negotiation Pursuant To Attachment B
For Consultants' services: Amount invoiced to the Architect plus ten percent (10%)

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 6.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: See Attachment E

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
Closeout	percent (	%)

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

Total Basic Compensation	one hundred	percent (	100	%)

§ 6.6 When compensation identified in Section 6.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 6.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with the Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

see Attachment B. Hourly billing rates are subject to periodic adjustment

Employee or Category	Rate ($0.00)

§ 6.7.1 If Services covered by this Agreement are needed past the contract term, those Services shall be provided for at the hourly billing rates for services in accordance with Attachment B or negotiated sum. The total costs included in a Contract Amendment for continued Services shall include salaries, benefits and office overhead and profit of the architects, and any required subconsultants plus ten percent (10%).

§ 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION
If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of the Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

ARTICLE 7 ATTACHMENTS AND EXHIBITS
The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, including any exhibits relied on in Section 3.1.)

Attachment A - Estimated Project Costs
Attachment B - El Dorado Architects' Hourly Billing Rates
Attachment C - Benton County Request for Qualifications advertised January 4, 2023
Attachment D - El Dorado Architects' response to Benton County's Request for Qualifications
Attachment E - El Dorado Architects' Scope and Fee Structure dated March 21, 2023

(Paragraphs deleted)

AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

Additions and Deletions Report for

AIA® Document B201™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:17:21 CT on 03/27/2023.

PAGE 1

Benton County Event Center Building & Parking Lot
Kennewick Washington

...

Benton County, Washington
620 Market Street
Prosser, Washington 99350

...

Eldorado Incorporated
d/b/a El Dorado, Inc, d/b/a El Dorado Architects
1623 NW Marshall St.
Portland, OR 97209

...

This Standard Form of Architect's Services (B201 - 2017) is part of the accompanying Owner-Architect Agreement (B102 - 2017) (hereinafter, together referred to as the Agreement) dated the 7th day of March in the year ~~2023.~~

PAGE 2

See Attachment D

...

The building site will be on the Benton County Fairgrounds/Event Center Property in Kennewick, WA

...

See Attachment A

§ 1.1.4 The Owner's anticipated design and construction milestone dates: See Attachment E

...

XXXX

...

XXXX

Additions and Deletions Report for AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

...

TBD

...

TBD

...

traditional competitive Design/Bid/Build

...

TBD

...

TBD

§ 1.1.8 The Owner shall retain the following consultants and contractors: See Attachment D
PAGE 3

~~.1 Geotechnical Engineer:~~

.1 Civil Engineer for surveying purposes:

TBD

...

.2 ~~Civil Engineer:~~

~~.3~~ Other, if any:

...

TBD

§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2: See Attachment D

...

.1 Civil Engineer:

.2 Structural Engineer:

Additions and Deletions Report for AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

...

~~.2~~ .3 Mechanical Engineer:

...

~~.3 Electrical Engineer:~~ .4 Electrical Engineer:

.5 Landscape Architect:

PAGE 4

TBD

...

Benton County Request for Qualifications advertised January 4, 2023 Attachment C
El Dorado's response to Benton County's Request for Qualifications Attachment D

...

§ 1.3 The Owner's Representative as designated in the accompanying B102-2017, shall be the Owner's principal contact with the Architect. All communications from the Architect to the Owner shall be made to the Owner's Representative.

§ 2.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering ~~services.~~ services associated with the New Benton County Administration Building project in accordance with Attachment E attached hereto. Services not set forth in this Article 2 are Supplemental or Additional Services.

PAGE 5

§ 2.1.7 The Architect agrees to provide its own labor and materials as included costs in the fees payable consistent with Attachment E and Article 6 below. Unless otherwise provided for in a work order for Supplemental or Additional Services, no materials, labor, or facilities will be furnished by the Owner.

§ 2.1.8 Duties, responsibilities, and limitations of authority of the Architect as set forth in this Contract Document shall not be restricted, modified or extended without written consent of the Owner and Architect.

PAGE 6

~~§ 2.5.3 Negotiated Proposals~~
~~§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

Additions and Deletions Report for AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

~~§ 2.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

...

It is understood and agreed that the Architect's Scope of Services under this Agreement does not include thorough or typical Construction Phase Services or project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Owner with limited Architect input on an as-needed basis as determined solely by the Owner. As such, the terms of this section (2.6 and its subparts) only apply if and to the extent such services are requested by the Owner.

In all instances where the input of the Architect is not sought by Owner, the Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Owner waives any claims against the Architect that may be in any way connected thereto. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by the Owner or other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the Architect.

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor only upon written request on an as needed basis as determined by the Owner, as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under the Agreement unless the Owner and the Architect amend the Agreement.

PAGE 10

§ 3.1.1.1 Programming	Architect
§ 3.1.1.2 Multiple preliminary designs	Architect
§ 3.1.1.3 Measured drawings (of existing)	Not Provided
§ 3.1.1.4 Existing facilities surveys	Architect
§ 3.1.1.5 Site evaluation and planning	Architect
§ 3.1.1.6 Building Information Model management responsibilities	Architect
§ 3.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 3.1.1.8 Civil engineering	Architect
§ 3.1.1.9 Landscape design	Architect
§ 3.1.1.10 Architectural interior design	Architect
§ 3.1.1.11 Value analysis	Not Provided
§ 3.1.1.12 Detailed cost estimating beyond that required in Section 5.3	Architect
§ 3.1.1.13 On-site project representation	Not Provided
§ 3.1.1.14 Conformed documents for construction	Architect
§ 3.1.1.15 As-designed record drawings	Architect
§ 3.1.1.16 As-constructed record drawings	Not Provided
§ 3.1.1.17 Post occupancy evaluation	Not Provided
§ 3.1.1.18 Facility support services	Not Provided
§ 3.1.1.19 Tenant-related services	Not Provided

Additions and Deletions Report for AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

§ 3.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 3.1.1.21 Telecommunications/data design	Architect
§ 3.1.1.22 Security evaluation and planning	Not Provided
§ 3.1.1.23 Commissioning	Owner
§ 3.1.1.24 Sustainable Project Services pursuant to Section 3.1.3	Owner
§ 3.1.1.25 Fast-track design services	Not Provided
§ 3.1.1.26 Multiple bid packages	Not Provided
§ 3.1.1.27 Historic preservation	Not Provided
§ 3.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 3.1.1.29 Other services provided by specialty Consultants	Owner

...

Landscape and Master Plan Consulting	Architect

...

See Attachment E
PAGE 11

TBD

~~§ 3.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to the Agreement. The Owner shall compensate the Architect as provided in Section 6.2.~~

The Architect may provide Additional Services after execution of the Agreement without invalidating the Agreement. Except for services required due to the fault of the ~~Architect,~~ Architect due to errors or omissions in final construction Documents, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule. No amendment or modification shall be made to this agreement unless set forth in a written contract amendment.

...

§ 3.2.3 The Architect shall provide As Needed Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 at least one visit every two weeks, more as needed ( ) visits to the site by the Architect during construction

.3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 two (2) inspections for any portion of the Work to determine final completion

PAGE 12

§ 3.2.5 If the services covered by ~~the Agreement~~ this Agreement between the Architect and Benton County have not been completed within Twenty-Six (26) months of the date of the Agreement, ~~through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~ or if Additional Services are required, a Contract Amendment shall be made to this Agreement in accordance with Article 8 of document B102-2017. Compensation shall be provided for in accordance with sections 3 and 6 of this Agreement.

...

Additions and Deletions Report for AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

~~§ 4.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to the Agreement.~~

§ 4.7DELETED

PAGE 13

§ 5.7 If the Owner chooses to proceed under Section ~~5.6.4,~~ 5.6., the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

PAGE 14

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect's Basic Services as follows: See Attachment E

...

(N/A) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 6.6.

...

N/A

§ 6.2 For the Architect's Supplemental Services designated in Section 3.1.1 that are not included as basic services in Attachment E, and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:

...

For Architect's services: To Be Determined Through Negotiation Pursuant To Attachment B
For Consultant's services: Amount invoiced to the Architect plus ten percent (10%)

...

For Architect's services: To Be Determined Through Negotiation Pursuant To Attachment B
For Consultants' services: Amount invoiced to the Architect plus ten percent (10%)

...

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

...

§ 6.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: See Attachment E

...

Additions and Deletions Report for AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

Closeout percent (%)

PAGE 15

see Attachment B. Hourly billing rates are subject to periodic adjustment

...

§ 6.7.1 If Services covered by this Agreement are needed past the contract term, those Services shall be provided for at the hourly billing rates for services in accordance with Attachment B or negotiated sum. The total costs included in a Contract Amendment for continued Services shall include salaries, benefits and office overhead and profit of the architects, and any required subconsultants plus ten percent (10%).

...

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, including any exhibits relied on in Section 3.1.)

Attachment A - Estimated Project Costs
Attachment B - El Dorado Architects' Hourly Billing Rates
Attachment C - Benton County Request for Qualifications advertised January 4, 2023
Attachment D - El Dorado Architects' response to Benton County's Request for Qualifications
Attachment E - El Dorado Architects' Scope and Fee Structure dated March 21, 2023

~~**ARTICLE 7 ATTACHMENTS AND EXHIBITS**~~

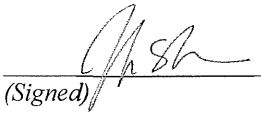
~~The following attachments and exhibits, if any, are incorporated herein by reference:~~
~~*(List other documents, if any, including any exhibits relied on in Section 3.1.)*~~

Additions and Deletions Report for AIA Document B201 – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:17:21 CT on 03/27/2023 under Order No. 3104238261 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2017, Standard Form of Architect's Services: Design and Construction Contract Administration, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

3/27/23

(Dated)

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 20:17:21 CT on 03/27/2023 under Order No.3104238261 which expires on 03/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1484412023)

ELDORADO

Benton County Event Center Scope and Fee Structure

March 21, 2023

The proposed fee structure represents two separate fees. One that reflects an integrated Site Scenarios/ Test sFits phase and a second that represents comprehensive design services addressing the scope outlined in the Benton County Fairgrounds Event Center RFQ.

1) Site Scenarios/ Test Fits

Team participation: El Dorado (Architecture/ Project Lead); and K/O Architecture (Fairgrounds Architecture Consultant); MacKay Sposito (Civil Engineering); ACC (Cost Estimating)

Masterplan Concept Phase Total... **$85,000**
Reimbursables (addition to fee)... **$2,750**

2) Event Center/ Parking Lot/ Gateway Structure

Team participation: El Dorado (Architecture/ Project Lead); K/O Architecture (Fairgrounds Architecture Consultant); Studio MLA (Landscape Architecture); MacKay Sposito (Civil Engineering); VLMK (Stuctural Engineering); PAE (MEP Engineering); Derek Porter Studio (Lighting Design) ACC (Cost Estimating)

Event Center/ Parking Lot/ Gateway Structure Total... **$1,254,048**

Land Use Process...	$7,126	(0.6%)
30% Design...	$250,716	(20%)
60% Design...	$308,762	(24.6%)
90% Design...	$384,656	(30.7%)
100% Design...	$85,564	(6.8%)
Bidding...	$18,469	(1.5%)
Construction Services...	$198,756	(15.8%)**

**Construction Services fee is a NTE quantity and will be billed as-needed, with a minimum of six site visits during construction by El Dorado

Reimbursables (addition to fee)... **$23,000**

Design Scope Add Alternates

Telecommunications System Design...	$25,000
Structural Design Assist...	$33,000

Exclusions

Geotechnical Engineering, Site Survey Engineering, Environmental Graphics/ Wayfinding

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

ELDORADO

Architecture/ Prime Consultant: El Dorado Scope Narrative
Fairground Design Consultant: K/O Scope Narrative

El Dorado, along with associate architect K/O Architects will provide the following scope and deliverables, organized by the following phases:

1. Site Scenarios/ Test Fits (April 3 - May 1, 2023)
El Dorado, with assistance from K/O, will lead integrated team approach to develop a series of up to (3) site scenarios and building footprint test-fits, each exploring strategies to accommodate and optimize site circulation, enhanced arrival sequences, building services access, building connections and conceptual design vision that supports the addition of the new Event Center and its associated parking requirements. (See image below for scope area identification orientation). El Dorado will summaries these scenarios in a pros/ cons comparison and recommend a preferred option to advance into the 30% Design Phase.

Masterplan/ Concept Scope Area Identification

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

ELDORADO

Specifically, the Masterplan/ Concept Phase will include:

1) Preliminary Site Scenario and Test-fit Options
- In-person kick-off meeting in Kennewick
- Development of up to (3) Preliminary site scenarios concepts that illustrate options for site solutions that integrate site infrastructure and architectural footprint solutions
- Development Site Diagrams and Narratives that support both options
- Regular meetings with client group
- Meetings with selected stakeholders determined by client group
- Pros/ Cons analysis for both options and recommendations for a selected option to advance.

Deliverables include:
- Site Analysis Diagrams that include solar path analysis, wind analysis, view shed analysis, desired circulation patterns, building connections analysis, etc.
- Parking Analysis
- Precedents and Benchmarks for site and architecture strategies
- Up to (3) Illustrated site scenario options, drawn to scale
- Comparison Analysis and written recommendations

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

2. Land Use Process
El Dorado will coordinate Civil Engineer's scope and efforts regarding the Tier III Site Plan process as required by the City of Kennewick.

3. 30% Design (duration: May 3 – July 31, 2023)
El Dorado, with assistance from K/O, will lead an integrated approach to complete the 30% Design milestone (equivalent to Schematic Design as defined by standard AIA contracts).

Specifically, the 30% Design milestone will include:

- In-person phase kick-off meeting in Kennewick
- Regular meetings with client group
- Stakeholder meeting(s) as required for early design processes
- Weekly internal team coordination meetings
- Development of 30% Design milestone document set that generally include
    - Site Plan(s), including Civil, Landscape and Architectural
    - Landscape area plans and sections, establishing design intent
    - Demo Plans, as required
    - Building Floor Plans
    - Building Roof Plans
    - Building Reflected Ceiling Plans
    - Building Elevations
    - Building Sections
    - Select Wall Sections
    - Structural Diagrams and Narratives
    - Lighting Diagrams and Narratives, establishing design intent
    - MEP Diagrams and Narratives
- Development of visualization tools that illustrate 30% milestone progress
- Virtual Presentation of final 30% Design milestone to client group

Deliverables include:

- Fully integrated 30% Design milestone documentation set
- Physical model, to scale
- (4-5) renderings establishing design intent
- 30% Design milestone cost estimation report

4. 60% Design (duration: July 31 - October 30, 2023)
El Dorado, with assistance from K/O, will lead an integrated approach to complete the 60% Design milestone (equivalent to Design Development as defined by standard AIA contracts).

Specifically, the 60% Design milestone will include:

- In-person phase kick-off meeting in Kennewick
- Regular meetings with client group
- Weekly internal team coordination meetings
- Weekly internal team coordination meetings
- Development of 30% Design milestone document set that generally include
    - Site Plan(s), including Civil, Landscape and Architectural
    - Demo Plans, as required
    - Civil Engineering details and outline specifications
    - Landscape area plans and sections, establishing design intent
    - Landscape details and outline specifications
    - Building Floor Plans
    - Building Roof Plans
    - Building Reflected Ceiling Plans
    - Building Elevations
    - Building Sections
    - Building Wall Sections
    - Select Exterior Elevations
    - Building Interior Elevations, Sections and Schedules
    - Architectural Outline Specifications
    - Structural Plans, Sections and Details
    - Structural Outline Specifications
    - Lighting Plans and Details and Schedules
    - Lighting Outline Specifications
    - MEP Plans, Details and Schedules
    - MEP Outline Specifications
- Virtual Presentation of final 30% Design milestone to client group

Deliverables include:

- Fully integrated 60% Design milestone documentation set
- 60% Design milestone cost estimation report

5. 90%- 100% Design (duration: October 30, 2023 – Feb 5, 2024)

El Dorado will lead an integrated approach to complete the 90% and 100% Design milestones (equivalent to Construction Documents as defined by standard AIA contracts).

Specifically, the 90%-100% Design milestones will include:

- In-person phase kick-off meeting in Kennewick
- Regular meetings with client group
- Development of 100% Construction Documents set and Project Specifications

Deliverables will include

- 100% Construction Documents set and Project Specifications, ready for bidding and Building Permit Acquisition

6. Bidding and Permit Acquisition Assistance (duration: Feb 5, 2024 – April 1, 2024)
El Dorado, with assistance from K/O, will lead provide the following during this phase:

- Coordination with Plans Review as required to assist client group with Building Permit Acquisition
- Assistance during Bidding and Negotiations regarding contractor requests for clarifications and information pertaining to the issued set of Construction Documents

7. Construction Services
Parking Lot Construction duration: April 1 – August 30, 2024 (TBD by Contractor)
Building Construction: April 1, 2024 – March 31, 2025 (TBD by Contractor)

Note: Construction Administration will be engaged on an "as-needed" basis, but will available by the team to include the following, as requested by the owner:

El Dorado will lead provide the following during the Construction Services phase ((equivalent to Construction Administration as defined by standard AIA contracts):

- Coordination of Design Team participation within OAC meetings
- Regular site visits (10 total during construction), with associated Field Reports
- Coordination of Design Team responses to Contractor-issued RFI's
- Coordination of Design Team review of submittals and/or product cut sheets
- Coordination of Design Team review of shop drawings
- Preliminary Punchlist Assessment
- Punchlist Inspection and Punchlist Report
- Final Punchlist Inspection
- Project Close-out
- Coordination of Design Team assistance with As-built Drawings
- Coordination of Professional Project Photography (photography fees to be shared by interested parties)

ELDORADO

Civil Engineering/ Landscape Engineering: MacKay Sposito Scope Narrative

Project Management
1.1 INVOICING
1.1.1 Prepare and submit monthly invoices consistent with the work completed. Assumption: Invoicing shall be by Task as described in this Scope of Work. Invoices will indicate, by Task, total budget, amount previously billed, amount of current billing, total amount billed to date, and budget remaining. Detailed monthly status report is not included.
Deliverables: Monthly Invoices (24) total

1.2 PROJECT COORDINATION
1.2.1 Attend project meetings with the consultant team. Total duration during the design process is (12) months.
1.2.2 Phone and email correspondence with project team throughout project.
1.2.3 Design file share and transmitting with project team.
Deliverables: Review and comment on agendas and meeting notes.

2) Project Kick-off
KICK-OFF MEETING
2.1.1 Attend a kick-off meeting with the design team and Benton County staff. The intent of this meeting is to review the project scope of work, review and gather information on the existing infrastructure conditions, clients concerns, and survey data.
Deliverables: Review and comment on the meeting agenda and meeting notes.

2.2 PROJECT WALKTHROUGH
2.2.1 Attend a project walkthrough with the design team and Benton County staff to review the existing conditions as part of the verification of the survey data provided and as part of our site infrastructure analysis to identify any opportunities or constraints.
Deliverables: Mark up the survey data as needed, site photos and any field sketches that are needed for coordination with the design team.

3) Land Use
3.1 TIER III SITE PLAN PROCESS
City of Kennewick's land use process and includes a preliminary site plan application (from which the City of Kennewick departments issue feasibility comments and project requirements). Following the project design (ensuring that comments received during the pre-application are followed) a final Tier III Final Site Plan application is submitted for site plan

approval. Concurrent with the Final Tier III Final Site Plan application a Civil Application packet and Building Packet application must be submitted.

3.2 PRELIMINARY SITE PLAN APPLICATION
3.2.1 Prepare a utility plan for the preliminary site plan application. Plan shall include water, sewer, and hydrants (stormwater is not required at this level).
3.2.2 Prepare Pre-Application Review Form and associated State Environmental Policy Act (SEPA) application form.
3.2.3 Upload pre-application form, site plan drawings (see assumption below) through City of Kennewick's on-line permit portal.
3.2.4 Receive and dissemination of City feasibility review comments to the project team.
Assumptions: Architect will prepare a site plan drawing showing the site layout, pedestrian connections, parking lot, road, building, and lighting. The County approved master plan can be used for this as long as it is at least 1"=40' scale. Plan shall show lot lines, access pointes, parking, landscape areas, emergency vehicle access through site (turning radius 24 ft inside and 44 ft outside), street names, location of trash receptacles, pedestrian connections, building envelope with dimensions to property lines.

3.3 FINAL SITE PLAN APPLICATION
3.3.1 Following 90% Construction Documents prepare and submit Final Site Plan application.

- Prepare final Tier III Site Plan application
- Prepare final site plan drawings and exhibits (Civil Drawings will be used for site plan).
- Prepare a final landscape plan. Final Site Plan application requires that proposed number, species, and location of trees and shrubs be shown. The 90% Landscape Plans will be submitted to fulfill this requirement.
- Prepare a Civil Application packet. The 90% Civil Engineering plans will be submitted.

Assumptions:

- o SEPA Environmental Checklist (required for application) will be prepared by MacKay Sposito
- o Assumes that no critical areas are present on-site. Critical areas report is not included.
- o Architect shall prepare the building elevations as required for the Final Site Plan Application. Building Elevations, showing the height; roof pitch listed and dimensions of roof offsets; exterior lighting locations, legibly drawn to a standard architectural scale on paper of sufficient size to contain the required information, but not less than 11" x 17".
- o Lighting component of the Final Site Plan Application is assumed to be prepared by others and provided to MacKay Sposito for submission with the Final Site Plan Application. The location of all new or relocated exterior building and parking lot lighting shown on the site plan and/or the building elevation plans; OR a PDF of a lighting plan

legibly drawn on paper of sufficient size to contain the required information, but not less than 11" x 17". All lighting plans shall be drawn to a standard scale (example, 1" =20'). PDF of lighting cut sheets for all proposed and/or relocated exterior lighting. All lighting must comply with KMC 18.39 with specific attention given to KMC 18.39.030(2).

o Final Site Plan fee is assumed to be paid by others.

4.1) 30% Design

4.1.1 Develop a 30% Design Development plan set for review and coordination with the design team. Documents will include comments received during the master planning process and the pre-application meeting with the City.

Deliverables to include:

- Utility Design Narratives for all Site Utilities
- MLA to provide takeoffs, MacKay Sposito will provided estimated costs to the items

4.1.2 Attend a review and coordination meeting to receive input and direction prior to proceeding with the 60% construction documents. Attend (2) monthly coordination meetings.

Assumptions:

- For 30%, MLA will prepare hardscape plans, schematic planting, plant pallets, partial details, concept grading, hatching, and parking lot layout.
- MLA will prepare quantity takeoff from their CAD Site plan.
- For the stormwater design, geotechnical data is required. Assume that infiltration data, soil characterization, and cation exchange rate will be provided to us at the locations (or within a few hundred feet} of the proposed stormwater infiltration facilities. Soil test pits shall be to depth 5 ft below bottom of proposed facilities (this work should occur after the 30% design if possible).

Deliverables: Review of the agenda, meeting minutes/notes, and task assignments.

4.2) 60% Design

4.2.1 This set will essentially be a 100% DD set. MLA will be preparing a complete DD set at this
level.

4.2.2 Develop a 60% Design plan set for review and approval. Documents will include comments received during the 30% CD review meeting.

Deliverables to include:

- Existing conditions plans (4) sheets 1"=40'
- Demolition plans (4) sheets 1"=40'
- Erosion control plans and details (5) sheets 1"=20'
- Water Plan (2) sheets 1"=40'
- Sanitary Sewer Plan (2) sheets 1"=40'
- Stormwater Plan (4) sheets 1"=40'

- Grading Sheets (8) Sheets at 1"=20'
- Project details (6) sheets 1"=20'
- Outline CSI Specifications, Civil Improvements Only
- MLA to provide takeoffs, MacKay Sposito will provide estimated costs to the items

4.2.3 Attend a review and coordination meeting to receive input and direction prior to proceeding with the 60% construction documents. Attend (2) monthly coordination meetings.
Deliverables: Review of the agenda, meeting minutes/notes, and task assignments.
Assumptions:

· MLA will prepare CAD base map of site with parking lot, pedestrian circulation, landscape areas, and landscape hatches. MLA will control the base through 60%.
· MLA will prepare material and layout plans
· MLA will prepare site fencing plan and details.
· Irrigation plan will not be included at 60%.
· Site plan will not be modified after this plan set.

4.3) 90% Design

4.3.1 Assume control of Site Plan in CAD, using the MLA site base drawing.
4.3.2 Develop a 90% Construction Document (CD) plan set for review and approval. Documents will include comments received during the 60% Design review meeting.
Deliverables to include:

- Cover/Vicinity map (1) 22 x 34" sheet
- Existing conditions plans (4) sheets 1"=40'
- Demolition plans (4) sheets 1"=40'
- Erosion control plans and details (5) sheets 1"=20'
- Materials plans (8) sheets 1"=20'
- Layout plans (8) sheets 1"=20'
- Water Plan (2) sheets 1"=40'
- Sanitary Plan (2) sheets 1"=40'
- Stormwater Plan (4) sheets 1"=40'
- Profiles (4) Sheets at 1"=20'
- Project details including fencing (6) sheets 1"=20'
- Grading plans (8) sheets 1"=20'
- Planting plans (8) sheets 1"=20'
- Planting Details (1) Sheet
- Irrigation Plans (8) sheet 1"=20'
- Irrigation Details (1) Sheet
- Draft Storm Report
- Draft CSI Specifications
- Updated material costs and quantities for the cost estimator

4.3.3 Attend a review and coordination meeting to receive input and direction prior to proceeding with the 90% construction documents. Attend (2) monthly coordination meetings.
Deliverables: Review of the agenda, meeting minutes/notes, and task assignments .
Assumptions:
Barrier/perimeter fencing is assumed to be standard steel ornamental metal fencing system, selected by MLA. MacKay Sposito will provide final details and specifications. Excludes specialized turn style design, special entry gates, and motorized gates.

4.4) 100% Design

Develop the final Construction Document (CD) plan set for use in permitting and bidding. Documents will include comments received during the 90% review meeting. We anticipate that we will have received comments from the Tier III land use review and from public works. These comments and drawing revisions will be incorporated into the final documents.
Deliverables to include:

- Cover/Vicinity map (1) 22 x 34" sheet
- Existing conditions plans (4) sheets 1"=40'
- Demolition plans (4) sheets 1"=40'
- Erosion control plans and details (5) sheets 1"=20'
- Materials plans (8) sheets 1"=20'
- Layout plans (8) sheets 1"=20'
- Water Plan (2) sheets 1"=40'
- Sanitary Plan (2) sheets 1"=40'
- Stormwater Plan (4) sheets 1"=40'
- Profiles (4) Sheets at 1"=20'
- Project details (6) sheets 1"=20'
- Grading plans (8) sheets 1"=20'
- Planting plans (8) sheets 1"=20'
- Planting Details (1) Sheet
- Irrigation Plans (8) sheet 1"=20'
- Irrigation Details (1) Sheet
- Final storm report and revisions
- Final CSI specifications
- Updated material costs and quantities for the cost estimator

4.4.2 Attend a coordination meeting in preparation for bidding.
Deliverables: Review of the agenda, meeting minutes/notes, and task assignments .

5) Bidding

5.1 BID DOCUMENT DEVELOPMENT
5.1.1 Stamp, seal and package bid documents for use in bidding.

Deliverables: Bid documents identified in Task 6.4.1

5.2 BIDDING
5.2.1 Answer contractor questions during the bidding period and respond with addenda, as needed. MLA will respond to any addenda and questions regarding

6) Construction Administration (Construction Administration will be engaged on an "as-needed" basis, but will include the following, as requested by the owner)
6.1 PRE-CONSTRUCTION MEETING
6.1.1 Attend the pre-construction meeting.
Deliverables: Review meeting agenda and minutes., provide feedback as needed.

6.2 CONSTRUCTION ADMINISTRATION
6.2.1 Answer RFI's and develop drawings revisions as needed. Review product submittals and provide responses. Review change orders requested and provide responses. Provide support, coordination and consultation by phone or email with the design team members.
Deliverables: Product Submittal reviews and responses. MLA to do submittal reviews for landscape products and site materials; MSi to do Civil product submittals

6.2.2 Construction Inspection. This task includes key project inspections by our engineer or landscape architect based on a 6-month construction period. We anticipate a total of (3) total inspections that will include the review of key work items that the County will require the project engineer to inspect and sign off on that work.
Deliverables: Field report and photos.

6.2.3 Construction meetings. Attend (6) total construction meetings. (assumed to be virtual)

6.2.4 Upon notification from the contractor we will initiate a final completion walkthrough to review the improvements, verify contract compliance and develop a punch list.
Deliverables: Substantial and final completion punch lists.

6.2.5 As-built Drawings: Based on contractor markups and survey data provided (by County) we will then update the civil and landscape drawings to reflect the built conditions. The City will review and approve these as-builts and may take a couple of reiterations prior to approval. We assume two submittals will be required.
Deliverables: As-built drawings

7) Masterplanning Option
7.1 MASTER PLANNING DESIGN MEETINGS

7.1.1 Attend design meetings focused on the master plan engineering design for the area identified in the aerial photo provided in the scoping document. We are assuming (2) design review meetings during the two-month period identified.
Deliverables: Review and comment on the meeting agenda and meeting notes.
Assumptions: We anticipate the first design meeting will be held at the County administration building, a meeting will be in person in the Tri-Cities as part of a design charrette. The other meeting will be held virtually.

7.2 MASTER PLANNING
7.2.1 In collaboration with the design team we will provide input on the site's conceptual design to the design team, provide preliminary engineering design for site utilities, and stormwater management. Provide input on mass grading concept.
Deliverables: Site plans showing the conceptual design of the utilities, and stormwater solutions. Memorandum summarizing the approach for each element.
Assumptions:

- Mass grading concept will be prepared by MLA
- Using the site master plan base developed by the design team we will depict the conceptual engineering design. These materials will be formatted so that they can be incorporated into the master plan deliverable to the County.
- Develop a Rough Order of Magnitude (ROM) cost estimate for civil and landscape improvements.
- Architect is preparing two concepts for County review, we have assumed that site engineering concepts and cost will be prepared for only one of the master plan concepts.

PROJECT ASSUMPTIONS
The following site elements are assumed to be part of the project:
a. Design of a paved parking lot of about 4.5 acres (includes new circulation area in front of fairground entrance)
b. Design of the utilities and landscape required for the new event center building, approximate 50,000 sq-ft building.
c. Design services include barrier fencing in conjunction with the design team.
d. Tree removal will be included as part of the demolition plan.
e. Building demolition will be documented by the project Architect. In preparing the scope of services, MacKay Sposito has reviewed the RFP documents provided by ELDORADO Architects and made necessary assumptions that have defined the scope of services, fees, and costs. These assumptions are listed below:

- The Architect is responsible for development of the preliminary site layout and preparation of the preliminary site plan drawings. MacKay Sposito will be responsible for

final site plan submittal, with information received from architect.

- Survey information is on the City of Kennewick Vertical Datum Monument system and horizontal and vertical datum adjustments will not be required.
- Consistent with other projects in the area, storm drainage will be infiltrated on-site in shallow swales or infiltration trenches. Infiltration rates for existing soils shall be provided to us from a geotechnical firm. For stormwater design a soil test results for Cation Exchange (CEC measured as meq. per 100 grams) will need to be provided to MacKay Sposito. Additional test pit to at least 5 ft below the bottom of thei nfiltration system are required to prove that bedrock or other confining layer is not within 5 ft of the bottom of facilities.
- Mechanical Engineer (working for Architect) to size fire sprinkler lines and approximate alignments from buildings to existing water mains (because fire suppression system must be designed by a U-rate fire sprinkler designer) and provide peak water flows for each building for sizing potable water meters and water service pipes. Mechanical Engineer to provide fixture counts and peak domestic water flow rate for new building demand. Assume that existing water pressure is sufficient to meet plumbing code. Benton County shall provide static water pressure and hydrant flow test data.
- On—site water mains are sufficient to provide the required fire flow and hydrant flow. Off-site water main design or extension of on-site water mains to off-site water mains is not included. Public water for domestic use and fire flow requirements exists on-site and has adequate volume and pressure to meet the project needs without further study or off-site improvements other than a connection or extension for the proposed buildings (i.e. water flow analysis is not included and if needed the City of Kennewick requires that the owner pay a fee so that the city's consultant can run the fire flow model).
- On-site water main extension to new event center is anticipated. Storage tank and pump or similar fire suppression systems not included.
- MacKay Sposito will provide size and locations of irrigation meters or irrigation water source. A booster pump and filter design and specifications are not included in our scope of work but can be added if needed.
- Architect to coordinate with dry utility providers and provide electrical power layout. MacKay Sposito will show this power layout on the Civil improvements and check for conflicts and coordinate with project electrical engineers as required for revisions.
- Assumes site sanitary sewer can flow by gravity from buildings to existing on-site or extended on-site infrastructure (no pumps or pumping systems are proposed).

ELDORADO

Landscape Architecture: Studio MLA Scope Narrative

DIVISION OF RESPONSIBILITIES

Landscape Architecture Division and Transfer of ResponsibilityStudio-MLA will lead the project from start to finish, however an anticipated division and transfer of landscape architectural professional service responsibilities between Studio-MLA and MacKay Sposito will occur as outlined in MacKay Sposito's proposal. Assumptions about this transfer are further defined below:

1) Studio-MLA will lead the overall design direction and aesthetic of the project.

2) Studio-MLA will be responsible for designing and documenting the hardscape from conceptual design to the end of 60% Design (Design Development).

3) Studio- MLA and MacKay Sposito will collaborate on the planting design for the project.

4) MacKay Sposito will be responsible for documenting planting and irrigation throughout the duration of the project.

5) Studio-MLA will transfer responsibilities for documenting hardscape to MacKay Sposito at the conclusion of 60% design task.

6) Studio-MLA and MacKay Sposito will collaborate as one discipline throughout the duration of the project through bi-weekly coordination calls.

7) MacKay Sposito will prepare drawings for submissions to City Agencies for review and comment. MacKay Sposito will meet with City agency as outlined in the MacKay Sposito proposal. MacKay Sposito will provide Studio-MLA all meeting notes.

8) Studio-MLA will rely on MacKay Sposito as a local liaison and project representative to conduct in-person meetings with City Agencies when Studio-MLA is not present. MacKay Sposito will confirm with Studio-MLA any City agency meeting intended to be conducted in advance.

9) Studio-MLA will rely on MacKay Sposito to liaison/deliver all printed plan submittals to the City Agencies when required and as outlined in the MacKay Sposito subconsultant proposal.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

10) MacKay Sposito will maintain involvement with the project through its construction phase and make visits to the site to observe the construction and its visible conformance to the comprehensive approved site plans and/or intended site conditions.

11) Studio-MLA will rely on MacKay Sposito to perform on-going construction observation, site visits, and reporting for inclusion in Studio-MLA construction administration reports to the Client, as outlined in the MacKay Sposito subconsultant proposal.

12) Studio-MLA will attend one site review for all mock-ups during the construction phase, one site visit at kick off and one workshop during the Schematic Design phase.

13) MacKay Sposito to proactively notify Studio-MLA, via a preliminary site observation report, of any eminent or existing site conditions which do not conform to the comprehensive approved site plans and/or intended site conditions.

SCOPE OF SERVICES

Services shall be provided in 7 tasks. The Consultant shall proceed with the work of each task only upon authorization by the Client. The Consultant's work will include:

1) 30% Design- Schematic Design

The Consultant shall work with the design team to prepare 30% design documents for the site showing the overall design intent, major design features, preliminary selection of materials for the paths and related improvements, parking lot and event entrance to achieve preliminary coordination with the design team. Work shall include:

1. Attendance at virtual meetings/presentations with the Client and/or the design team to refine the design, technical issues and material choices.

2. Attendance at one workshop with the design team in Portland.

3. Preparation of 30% design, in coordination with civil engineer, for the project areas showing the layout of pedestrian paving, steps, ramps, walls, fences, gates, railings, planting, site furniture, shade structures, and other site elements. The drawings will include illustrative plans and sections or details to convey the design intent and describe the proposed materials.

4. Review and comment on project cost estimates. Provide quantity take offs for areas.

5. Refinement of site grading concepts to be incorporated into other consultants' documents.

6. Coordination and review of arborist's report of existing trees and their conditions.

7. Coordination with the civil engineer and other consultants.

Meetings:

- Portland workshop
- Draft 30% Design Presentation
- Revised 30% Design Presentation
- Final 30% Design Presentation Deliverables:
- Sections/Elevation Drawings (Up to 3 total)
- 30% Design package and CAD files
- Site plan for Tier 3 Site plan Application

2) 60% Design- Design Development

Following approval of the Final 30% Design Documents by the Client, the Consultant shall proceed to refine the design with particular attention to the interface between the site work and proposed building and infrastructure. The Consultant's work will include:

1. Development of Tree disposition plan, materials and layout plan, plan enlargements, details, sections and elevations for site features including: paving, walls, ramps, stairs, railings, fencing, gates, shade structures, and site furniture.

2. Materials presentations for site paving, walls, fences, gates, planting etc.

3. General layout of planting by plant character, growth characteristics and size. Coordination with MacKay Sposito on appropriate species and availability.

4. Preliminary selection of site furniture and planter options.

5. Review and comment on the Civil Engineer's site grading and drainage plan related to aesthetic issues of grading and drainage.

6. Attendance at teleconferences with the Client and the consultants to coordinate the design and technical issues related to the site work.

7. Preparation of outline specifications for landscape sections.

8. Quantity take-offs for cost estimates done by other consultants.

Meetings:

- 60% Design Presentations (Up to 3 total)

Deliverables:

- Draft 60% Design
- Final 60% Design
- CAD files of landscape base, tree disposition, construction, planting, and layout sheets.

3) 90%, 100% Design

At 90% Design and through 100% Construction Documents the construction documentation will be transferred to the civil engineer with Consultant coordinating, reviewing, and marking up the civil drawings as it relates to aesthetic issues. The Consultant's work will include:

1. Review and comment on planting and hardscape plans for consistency with design intent.

2. Review and comment on the Civil Engineer's fine grading plan for consistency with design intent.

3. Review of the Structural Engineer's documents for consistency with design intent.

4. Review of the Lighting Designer's fixture cuts and details for coordination with landscape improvements.

5. Review of the Education/Art Features Consultant plans and details for coordination with landscape improvements.

6. Attendance at meetings with the Client and consultants to review the progress of the construction documents and discuss design, coordination, schedule and cost issues.

Meetings:

- Bi-weekly coordination and design review meetings
- Client Design Drawings Coordination Presentations (Up to 2 total)

Deliverables:

- Review and comment on 90% and 100% design deliverables to confirm they are aligned with design intent.

4) Bidding and Negotiations

During bidding the Consultant will assist the Client in attempting to obtain bids and assure compliance

with the 100% Design Drawings and Specifications. As a part of this work the Consultant may:

1. Provide up to 4 hours of time devoted to assistance with reviewing landscape contractor's bids, answering questions and/or attending meetings with landscape contractors during the bidding phase. It remains the responsibility of the contractor to prepare a full and complete bid for the work.

2. Attendance at one (1) meeting with proposed bidders.

5) Construction Administration (Construction Administration will be engaged on an "as-needed" basis, but will include the following, as requested by the owner)

During construction the Consultant will assist the Architect in attempting to assure compliance with the construction documents and address problems that may emerge during construction. As a part of this work the Consultant may:

1. Attend one (1) site visit during the construction phase to review and approve all mock-ups, tree and plant placement, and to confirm with the contractor the design intent of the project.

2. Review and respond to product and material submittals and shop drawings.

3. Respond to Requests for Information (RFI's).

4. Issue Bulletin drawings as required.

5. Approve the plant material through photos for conformance to the specifications.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

ELDORADO

6. Coordination with other consultants during the landscape construction administration task to determine whether the construction of site elements and installation of the planting on the project are proceeding in accordance with the Consultant's design intent and the contract documents.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

ELDORADO

Structural Engineering: VLMK Scope Narrative

PROJECT DESCRIPTION Per the above referenced information, the following understanding of the project has been used in preparing this proposal. Where necessary, assumptions have been made regarding the projects requirements, but should be verified with the anticipated design intent.

1. New Ticket Booth and Entry Gate Structure.

Anticipate structural steel framing using standard rolled shapes, but with unique frame configurations requiring design efforts consistent with those that might be needed for structure.

- Note that design of specialty coverings is not included in this scope.
- Ticketbooth enclosure/s to be framed with metal studs, concrete or masonry, and conventional roof deck/diaphragms.

2. New Event Center, Approximately 50,000 Square Feet.

- A single-story pre-engineered metal building structure (by others) is planned. The building is anticipated to have enhanced storefront/entry treatments consistent with those that might be needed for a structure similar to those in Figures 3 and 4. Interior spaces, with the exception of a small office and restrooms.
- Design Foundations – Design of pre-engineered metal building foundations based on reactions supplied by the metal building manufacturer. (See 2f. below for potential scope alternates.)
- Secondary Elements – Provide structural design, details and load reactions for appurtenances attached to the metal building:

    1. Operable partition (1 anticipated, compatibility with metal building design TBD).

    2. Structural steel framing to support and brace entry/curtain wall systems.

- Design of slab-on-grade based on loading requirements provided by owner.
- Interior Office/Storage -- Structural design for interior office and storage space (approximately 1,500 square feet.)

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

- Area to be structurally independent of pre-engineered metal building structure.
- Conventional wood or metal stud framed with an upper mezzanine. Lateral loads resisted by wood or light-gauge shear walls or bracing for the independent structure.
- Standard wood or steel utility stair.
- Metal Building Design Add Alternates – Based on our experience, the timing of retaining a metal building manufacturer and/or their availability to be a collaborative partner in the design process can sometimes be challenging. The following may be required, but are not currently included in our scope: Preliminary Foundation Design – Develop estimated metal building design reactions to prepare foundation design drawings for permit submital, and update a final foundation design once final structural loads (reactions) are available from the metal building manufacturer. Note this is often required if the metal building is a delegated design submittal and the manufacturer is not selected until the full project bid. Enhanced Metal Building Design Coordination – Provide increased assistance and advisement to the design team regarding the anticipated metal building structure/design, particularly if a manufacturer is not able to be an effective partner during the design process.

3. Connecting Portico/Foyer Building Linking the New Building to Existing Buildings 2 and 3

- A structure linking the new building to the existing buildings 2 and 3 is needed. It is anticipated to have elements consistent with the new event center building, likely with a square footage of 5,000 to 8,000 square feet.
- The building is anticipated to be a conventionally framed steel structure, likely utilizing steel moment frames to mimic the metal building structure.
- Roof decking is anticipated to be standard metal deck, and the exterior envelope is anticipated to be metal stud framing with metal siding.

General

- Foundations: Foundations for all structures are anticipated to be conventional shallow spread footings. Deep foundation systems such as piles are not anticipated. Note that Geotechnical Engineering report (by others) will need to be provided for our use.

- Site Structures:

  Trash enclosure (a basic masonry enclosure is assumed with no covering structure).

  Basic cast-in-place retaining walls for a loading dock or building access ramp.

- Schedule: The general design schedule is as indicated in the Services section of this proposal and anticipates development of designs at each phase of the project based on appropriate and adequate information from other members of the design team. An accelerated or fast-track schedule, or phased permit submittals is not anticipated in our present scope.

- Single Project: This proposal assumes concurrent design, permit submittal and construction of the project. A phased design or construction schedule is not anticipated.

Exclusions:

- Pre-engineered metal building design, including super-structure and envelope/cladding.
- Metal building manufacturer procurement, bidding or contracting.
- Preliminary modeling or sizing of pre-engineered metal building structure.
- Exterior cladding systems or attachment.
- Design of specialty or proprietary coverings or skin systems, or their connections.
- As-builting or analysis of existing metal building structures (no scope for existing buildings is included in this proposal).
- Tenant improvements, including support or bracing of ceilings, clouds, non-bearing partitions, etc.
- Support or seismic bracing of mechanical, electrical, or plumbing equipment or systems.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

- *Value engineering or engineer's cost estimates.*

SERVICES

We propose to provide structural engineering calculations and design drawings as required to obtain building permits for the project, as well as provide construction phase services throughout the construction phase of the project. Our structural engineering scope of services is as outlined below and as indicated in the enclosed Project Scope of Services Worksheet.

1) 30% ~ Preliminary/Schematic Design

Attend preliminary/schematic design meetings as required (budget for every two weeks). Meetings are anticipated to be web meetings or in-person in Portland/Vancouver area. Confirm design requirements with jurisdiction, Owner, and Architect.Provide assistance in selecting structural systems and provide preliminary design input on main structural systems based on experience or limited, back-of-the-envelope calculations only. Review geotechnical report and recommendations for foundation design with the Owner or Architect.Prepare schematic, qualitative framing and foundation markups with backgrounds provided by Architect. Issue for the following stages:

- Markups or hand sketches of options (maximum of 3)o Final 30% Schematic Design Markups for selected option.

2) 60% ~ Design Development Phase

Attend design development meetings via web or in Portland/Vancouver area (budget for every two weeks).· Develop preliminary structural design and calculations for structural scope requirements. · Provide preliminary structural input for secondary structural elements, including covered building connector and entry structure. Develop preliminary calculations and analysis models for selected design option.· Prepare design development framing and foundation plans with backgrounds provided by Architect for the following stages:

- Final 60% Design Development

3) 90%-100% ~ Construction Document Phase (Construction Administration will be engaged on an "as-needed" basis, but will include the following, as requested by the

owner)

Attend coordination/design meetings via web or in Portland/Vancouver area (budget for every two weeks).

Prepare and distribute structural drawings at the following stages:

- 90% Coordination Documents
- 95% Permit Documents
- 100% Construction Documents (incorporating permit review comments).
- Mark-up/edit the structural specification sections provided by Architect.
- Prepare structural calculation package for submittal to the governing jurisdiction.
- Assist Architect in completion of special inspection program requirements. Permit / Bid Phase
- Respond to plan review comments from the governing jurisdiction.
- Provide requested clarifications and responses to General Contractor inquiries during bidding (budget 3 hours).
- Assist Architect in evaluating structural alternatives proposed during bid (budget 3 hours).

4) Construction Phase Services

- Respond to General Contractor's questions/clarifications via communications through the Architect.
- Review structural shop drawings.
- Review special inspection testing reports and provide recommendations for corrective action to non-conforming items.
- Make site structural observation visits at designated stages of construction (budget for 3 total).
- Provide a final summary letter of project structural observation at project close-out.

During the permitting phase of the project, VLMK will respond to a reasonable number of permit questions from the governing jurisdiction. Excessive work required during the permit process, or for Owner appealed items, will be on a time and materials basis per our standard rate schedule of charges as agreed by your office.

ELDORADO

In the construction phase, VLMK will respond to General Contractor clarifications and RFI's, review structural shop drawing submittals, and coordinate with the Owner's testing and inspection agency. We have not included time for regular attendance at any Owner, Architect or Contractor (OAC) meetings, or for assistance with bidding other than response to minor questions or clarifications.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

ELDORADO

MEP Engineering: PAE Scope Narrative

Project Summary

The project includes redesign of the Event Center's main entrance to include removal of existing structures, design of new Main Entrance to the Fairgrounds/Event Center, Design of a new Event Center building, Design of a new passageway between buildings, and new cladding for existing buildings #2 and #3.

Project size: 50,000 square foot Event Center Building, 4.5 Acres new paved parking lot with new ticket booth and entry gate, 1,500 square feet office/storage space, and additional area of passageways between buildings.

Project Assumptions

1. This fee proposal is based on Request for Qualifications and Benton County Project Guidance received from El Dorado on February 8, 2023.
2. Project structural engineer shall assist PAE by defining seismic criteria and designing seismic approach for mechanical/electrical equipment.
3. Site evaluation will be completed at the beginning of the design phase to observe the existing conditions. The evaluation will be limited to equipment and MEP system distribution that is readily accessible, and it does not require removal of walls or hard-lid ceilings.
4. The architectural lighting consultant, Derek Porter Studio, will provide a design that meets or exceeds the energy code and project goals, provide plain language control sequences, lighting design calculations, light fixture selections, specifications and layouts. Derek Porter Studio will lead the lighting design during the 30% and 60% Design Phases and provide all necessary documentation for those submissions. PAE will lead the technical documentation of the Lighting Design during the 90% and 100% Design phases including input of light fixtures into the Revit model and act as Engineer of Record for the lighting design.
5. The project civil engineer will provide the design and be the engineer of record for any underground foundation drainage system (if required) for the project and issue the work as a "P" drawing if the local jurisdiction requires plumbing contractors to install the work.

6. PAE expects to interact with the commissioning agent as follows:

- Respond to commissioning agent's review of the BOD and design documents prior to mid-construction- documents phase.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

- Incorporate commissioning agent's review comments into responses to contractor submittals related to commissioned equipment and systems.
- Review commissioning plan prepared by commissioning agent.
- Review commissioning specifications prepared by commissioning agent and incorporate into contract documents.
- Attend commissioning kickoff meeting.

2. The commissioning agent will provide all documentation and services as required by the local energy code, and authority having jurisdiction, including completed permit forms.
3. Record drawings will be based on as-built documents provided by the mechanical and electrical sub- contractors.
4. Value Engineering Changes: The fees provided in this proposal can accommodate most changes to the design of the MEP systems due to the Value Engineering (VE) process through the end of the 60% Design phase. However, VE design changes made at any time during the project, which require significant engineering and/or coordination re-work (i.e. engineering and/or coordination work previously completed is no longer valid, or useful, due to the changes) will be identified and an additional service proposal will be presented for approval.
5. Structural Revit model will be available prior to completion of the 60% Design phase.
6. The project will be issued for bid as a single design package.
7. Voice, data, and television carrier contractual service requests and service agreements from Service Providers to be executed by the Owner.
8. At the beginning of the Construction Administration phase and prior to fabrication and installation of MEP system, General Contractor and MEP sub-contractors will prepare and submit product information and shop drawings for MEP systems to the design team for review and comments. For each design discipline, documents will be submitted at one time and in single submittal package. Multiple submittal reviews for each design discipline are outside of the base scope of work and may be subject to additional fees.

PAE Scope of Design Work

MECHANICAL SYSTEMS

1. Heating, ventilation and air conditioning.
2. Site: Coordination of site utilities with Civil Engineer.

ELDORADO

ELECTRICAL SYSTEMS

1. Site electrical: permanent building power, site/parking lot lighting, and power to other site elements.
2. Design for replacement of above-ground electrical pedestals with in-ground electrical outlets. It is assumed that in-ground power feeds to pedestals are to remain and that only end devices are to be replaced. Design of new locations for outlets or required supporting infrastructure is not in scope.
3. Power: service and distribution, branch panels and circuits, and connections to mechanical equipment.
4. Fire Alarm System: Performance Documents for fire alarm system (i.e. performance specifications, major equipment space allocation). Final design and device layout provided in a deferred submittal by the Fire Alarm Contractor who will be the designer of record for the system.
5. Interior and exterior building lighting provided by others for the 30% and 60% Design Phases. PAE will provide switching, controls and power connections based on lighting design and standard luminaire selection provided by the lighting consultant. PAE will incorporate lighting design into the model and our documents for the 90% and 100% Design Phases and be the engineer of record for the lighting design.
6. Site technology: raceway for telephone, data and cable.
7. Raceway and outlets for telecom system (system, equipment and cabling design by others).
8. Raceway for a security access control system (system, equipment and cabling design by others).

PLUMBING SYSTEMS

1. Plumbing: sanitary, storm sewers, domestic hot and cold water, and fixture selection. Gas, if included in the project.
2. Fire protection: performance documents for a wet sprinkler system.

PAE Deliverables and Scope of Services

1) MASTERPLAN / CONCEPT PHASE

- Attend project kick-off meeting to discuss the scope of work.
- Attend project walkthrough to review the existing facilities.
- Provide input to El Dorado on proposed MEP systems, space requirements, and input

on lead times.
- Provide deliverables for the Masterplan/Concept Phase: No PAE deliverable anticipated.

2) 30% DESIGN PHASE

- Attend design meetings with the architect, owner and other consultants. Meetings will be via teleconference.
- Review design standards and owner project requirements.
- Conduct preliminary studies and analysis for selection of systems and their space requirements.
- Make recommendations for efficient systems based on past project experience and prior studies.
- Conduct preliminary review with authorities to ascertain utility services.
- Coordinate with design team members.
- Provide deliverables for the 30% Design phase:
- Preliminary drawings, simple on-line diagrams, and sketches to define system project system components.
- Review of system construction cost estimates prepared by others.

3) 60%-90% DESIGN PHASE

- Attend design meetings with the architect, owner and other consultants. Meetings will be via teleconference.
- Develop system space requirements.
- Conduct preliminary energy codes analysis.
- Develop system calculations.
- Coordinate with design team members.
- Provide deliverables for the 60% Design phase:
  - Drawings to define project system components. Drawings shall include equipment locations and main routings, details and diagrams.
  - Preliminary specifications.
  - Cut sheets describing HVAC, plumbing, and electrical equipment.
  - Review of system construction cost estimates prepared by others.
  - Attend design meetings with the architect, owner and other consultants. Meetings will be via teleconference.
  - Finalize design calculations.
  - Finalize utility coordination.
  - Coordinate with design team members.

- Provide deliverables for the 90% Design Phase:
  - Drawings and specifications prepared for final coordination and review by the owner and design team.
  - Review of system construction cost estimates prepared by others.

4) 100% DESIGN PHASE

- Attend design meetings with the architect, owner and other consultants. Meetings will be via teleconference.
- Incorporate 90% Design Phase comments into the documents.
- Coordinate with design team members.
- Provide deliverables for the 100% Design Phase:
  - Working drawings in cooperation with project team necessary for permit and contract documents.
  - Project specifications necessary for permit and contract documents. Energy code compliance forms for the mechanical systems and lighting. Compliance will be demonstrated via code prescriptive options. Demonstration of compliance by methods such as the Component Performance Building Envelope option, Total Building Performance option, or others will be an Additional Service.

5) CONSTRUCTION ADMINISTRATION PHASE (Construction Administration will be engaged on an "as-needed" basis, but will include the following, as requested by the owner)

- Perform onsite observations (mechanical: 1 visit / electrical: 1 visit). Additional visits requested will be billed at our standard hourly rates. Attendance at weekly job meetings is not included; however, PAE will attend specific meetings (via teleconference) where our support to resolve specific mechanical and electrical issues as required.
- Assist in construction coordination for system elements of the project.
- Review system shop drawings.
- Provide design clarifications where necessary.
- Respond to RFIs.

6) PROJECT CLOSEOUT PHASE

- Review as-built drawings prepared by contractor and prepare record drawings for the project.
- Review operation and maintenance instructions prepared by contractor.
- Conduct final observation for each discipline and prepare final observation report.

Follow-up visits to recheck or verify contractor corrected items from the final observation report will be billed at our standard hourly rates.

Additional Services (Fees Provided Separately)

TELECOMMUNICATIONS SYSTEM DESIGN

1. Telecommunications Data/Voice Systems Design

- Integrated telecommunications data/voice distribution design, coordinated and compliant with industry standards and codes, Owner's telecommunications standards and site specific requirements
- Outside Plant – design cabling to connect the new building to the nearest privately held connection facility or service provider's minimum point of presence through in-grade support structures (duct- banks, vaults, hand-holes etc.)
- Coordination with Owner telecommunications department or service providers for available services and minimum points of presence
- Telecommunications Room and Space Design
  - Telecommunications service entrance room main point of entry (MPOE)
  - Main and/or building cross connect and distribution frame (MDF/BDF) design
  - Intermediate cross connect and distribution frame (IDF) design
  - Coordination of architectural, power and environmental needs of the technology systems located in the MDF/BDF/IDF spaces

2. Building Cabling Systems

  - Backbone communications cabling (i.e. fiber, copper)
  - Horizontal cabling, work area outlets, patch and termination systems, and other passive connectivity
  - Wireless Network Cabling Design (Wi-Fi, IEEE 802.11) to support Owner provided wireless access points

3. Cable / Master Antenna (CATV/MATV) or Satellite (SMATV) Television Distribution Systems

4. Backbox rough-in, conduit raceways, cable trays and other support and pathway systems to support all building technology systems specified herein

ELECTRONIC SAFETY AND SECURITY SYSTEM DESIGN

1. Video Surveillance Systems

- Fixed and PTZ camera specification
- Cabling and distribution system
- Headend management, monitoring, and archival system

2. Physical Access Control Systems

- End device sensor and alarm specification
- Cabling and distribution system
- Headend management and monitoring system
- Door Hardware Coordination (Div. 8)

3. Intrusion Detection Systems

- End device sensor and alarm specification
- Cabling and distribution system
- Headend management and monitoring system

PAE's final deliverables will include the contract drawings, not the BIM file. If the general contractor would like to use the BIM file for their purposes, a standard release form will need to be signed.

The BIM Level of Development (LOD) for the design phases will follow AIA standards as follows:

1. Masterplan / Concept Phase – BIM not provided

2. 30% Design Phase –AIA Standard G202-2013 BIM LOD 100

3. 60% Design Phase – AIA Standard G202-2013 BIM LOD 100

4. 90% & 100% Design Phase – AIA Standard G202-2013 BIM LOD 200

The contract documents will be prepared in Revit. The model elements will be graphically represented as generic objects with enough detail to communicate size, shape, location, and orientation of all equipment and appurtenances.

PAE will coordinate building systems with other disciplines based on the traditional Engineer of Record (EOR) “Standard of Care”. The EOR's standard of care for the coordination of mechanical and electrical systems with structural, architectural and other discipline's system elements is such that everything must "fit" within the spaces allocated (i.e. plenums, shafts, mechanical and electrical rooms, etc.). However, the EOR is not responsible for resolving every clash detected by programs such as Navisworks.

If BIM 360 or another live BIM collaboration method is utilized on a project, it is understood that portions of the work may not be coordinated at intermediate milestones due to the concurrent development of the architectural work with the MEPLT work up to the deadline. It is anticipated that the architectural floor plans will have minimal updates during the Construction Document phase and are frozen for a significant duration before any formal permit or construction deliverable.

As part of the Shop Drawing process, the general contractor and sub-contractors will be responsible to provide detailed coordination of service routing with the other trades (i.e. BIM LOD 400) prior to the start of construction and fabrication. If spatial conflicts arise where building system elements will not physically fit within the space allocated, the EOR will be notified and lead the resolution of the issue. Upon completion of the project the client may request the general contractor to provide a BIM LOD 500 file, which incorporates as-built conditions.

Excluded Services

This proposal does not encompass the following items:

1. Active telecommunications systems (servers, routers, etc.) and security system design, unless additional services are selected.

ELDORADO

2. Audiovisual system design.

3. Distributed antenna system design for emergency responders or public carrier cellular.

4. Mass notification system design.

5. Electrical metering of existing electrical power systems including providing and/or installation of meters.

6. Construction cost estimates for systems.

7. Multiple bid packages.

8. Daylighting modeling.

9. Energy study & modeling.

10. Energy incentive program assistance.

11. LEED Tracking and Documentation.

12. Acoustical analysis.

13. Design services (civil) for utility connections beyond 5 feet of the building, except as specifically identified above.

14. Commissioning.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

ELDORADO

Lighting Design: Derek Porter Studio Scope Narrative

Design Service – DPS will develop conceptual and experiential interests, incorporate performance standards, and develop the electric lighting design intent. Services described below offer a general outline of DPS work organized in categories of sequential evolution. DPS services will be concentrated during the SD and DD phases with review of deliverables developed by others during the CD phase. Minimal contribution is imagined during the Masterplan & Concept phase.

Conceptual Design and Research

A. In-house review of current drawings and development of preliminary lighting objectives.

B. One initial Design Charrette with design team to determine aesthetic lighting design direction based upon client programming and interior and architectural design interests.

C. Establish lighting design criteria that may include preliminary technical needs based upon programming, evaluation of industry application standards and study of special code requirements.

D. Outline design parameters that may include budget limitations, scheduling requirements and unique performance needs.

Study, Coordination and Documentation

A. Computer model analytical studies of selected scope areas including technical images and numerical

calculations of lighting effects (for in-house reference). During the design process, DPS will determine the Scope Areas that will receive analytical study.

B. Develop lighting drawing documents, specifications and narratives as described under "Deliverables". Iterative documentation will be created and submitted to the Architect based upon the project schedule.

C. Participation in selected design coordination meetings with Architect and other design team members.

DPS will coordinate the required meeting schedule with the Architect with the understanding that meetings requiring DPS participation will be specifically focused on lighting content.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

D. Review progress drawings by Architect and other design team members to ensure the lighting design intent is properly represented.

E. Develop selected sketch details (if applicable) that communicate unique architectural detailing requirements. Sketch details will reflect actual site conditions and recommend architectural coordination (ex: cove geometry, critical finishes, recommended mounting methods, luminaire shielding, etc.)

F. Quality Control Review – DPS will perform one Quality Control review at substantial development of Construction Documents in order to ensure proper documentation of DPS design intent and coordination of final documents.

Bidding and Negotiation

- Not in Contract.

Construction Administration

- Not in Contract

Scope Areas

- Interior – All interior spaces.
- Exterior – building entry areas and adjacent circulation paths, parking, site entrance.

Deliverables

DPS will provide preliminary documentation of the approved lighting design in both drawing and specification formats to communicate design intent. Deliverables will include the following content and file types as reference for others to develop the final contract documents.

Plan Layouts – The following content will be overlaid on PDF plan backgrounds provided by the Architect. DPS will coordinate with the Architect regarding required floor plan and reflected ceiling plan documents that may be required. DPS drawings may include the following content:

1. Luminaire placement
2. Pertinent dimensions and/or notes to properly locate fixtures
3. Control zoning

4. Luminaire type designation
5. Plan notes
6. General notes
7. Aiming intent (for directional luminaires)

Sketch Details – DPS may provide sketch notation on the Architect's PDF documents or create independent drawings regarding unique detail coordination that may be required for integrated lighting solutions. DPS sketches shall be used by others to develop formal contract documentation.

Luminaire Cutsheets – Manufacturer's cutsheets of luminaire specifications in PDF format with markups outlining performance criteria and establishing desired luminaire typology.

Control Zoning – Diagram or alpha/numeric designations to communicate control zoning of luminaires.

Assumptions

1. Meetings and Travel during Design Phases – DPS will participate in all meetings remotely utilizing web- based meeting services. DPS estimates participation in up to 8 meetings through the design phase. DPS assumes that a single meeting will cover multiple Scope Areas in order to maintain an efficient working process. DPS will be flexible with the total number of meetings required, with the understanding that design coordination and collaboration are important facets to the creative process. However, if the number of meetings should substantially change from the described number, DPS will consult with the Architect to adjust meeting requirements or redefine the fee amount.

2. Analytical Study – All illuminance calculations performed by DPS are created to illustrate probability of design performance. Information will be shared with the Architect and other design team members iteratively throughout the design phases. Calculations will not be formatted into formal reports or issued as part of design phase documentation.
3. Emergency Egress Lighting – Emergency egress lighting design and definition of requirements shall be the responsibility of others. DPS shall design according to code requirements and will provide aesthetic input on the selection of luminaires and suggest methods to incorporate emergency lighting requirements into the architectural lighting design to avoid redundant systems.

4. Energy Code Compliance –The lighting design developed by DPS will consider energy code requirements that apply within DPS Scope Areas. DPS will coordinate with the Architect and others to define energy conservation targets that will be considered as part of our design process. DPS will not create formal reports or documentation of lighting energy loads.
5. Quality Control Review – To ensure accuracy of the final Construction Documents, DPS will perform one final and comprehensive Quality Control review of electrical and architectural Construction Documents at a determined moment when all involved trades have reached substantial completion. The review shall include complete drawing and specification packages in order to ensure a single comprehensive review. This review shall be executed electronically in PDF format. DPS will comment on any deviations that do not correspond to DPS documents. Comments will be returned to the Architect for distribution to others for reference in revising and coordinating final documents. DPS will not modify final drawings or specification documents.

Excluded Services – Services by trades that reside outside the responsibility of lighting design but relate to DPS Service Scope shall be the responsibility of others. DPS will work cooperatively with others to ensure that lighting design content is shared in order for work to be accurately performed. Such work may include but is not limited to the following:

1. Electrical engineering services (i.e. voltage, conduit size, panel boxes, wire gauge, breaker switch capacity, emergency lighting, exit signs, individual circuit loads, lighting load allowances, feeder sizing, panel schedules, circuit homeruns, etc.) shall not be the responsibility of DPS.
2. Services affiliated with electrical engineering, construction, product manufacturing and product ordering that involve coordination and assurance of compatibility between controls and luminaire components (e.g.: loads , load types drivers, ballasts, etc.) and the proper operation of the complete lighting system shall not be the responsibility of DPS.
3. Lighting controls design including product specification, coordination with luminaire specifications, mounting location of individual devices, electrical branch circuiting, coordination with building management system, etc.
4. Programming and integration of lighting control system or micro-processors, back-end software development or coding necessary for input triggering of lighting show controllers from data visualization application, installation of lighting software, hardware or wiring.
5. Coordination of luminaire and other lighting equipment orders and delivery to site and assisting with expediting orders to meet project deadlines.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

6. Design of media display surface including signage and video wall.

Additional Services - Any services requested that are outside the previously described Design Service are additional services, which will result in additional fees, costs, and expenses. This work will be billed under separate agreement and approved in writing by the Architect prior to initiating work. Additional services will include, but not be limited to, the following:

1. Redesign and/or re-specification of products related to previously approved areas (requested changes to approved and completed lighting design), including associated meetings, phone calls, etc.
2. Redesign and/or review of alternate products based upon "Value Engineering" requests.
3. Additional study of areas, having completed and approved design, as a result of architecture, interior and/or landscape design changes during the Design Development and Construction Document phases or between submitted packages.
4. Design of areas and/or requested services not listed under base agreement.
5. Detailed life-cycle costs and/or energy-use studies, including modeling of electrical and/or lighting design systems as part of an energy analysis for ASHRAE, etc.
6. Production of photo realistic computer model renderings illustrating lighting effects.
7. Participation in documentation affiliated with LEED, WELL Building Standard, Living Building Challenge and other related certification and credit programs.
8. Product and construction cost estimates.
9. Review of substitution submittals pertaining to DPS luminaire specifications.
10. Mockups of lighting effects.
11. Daylighting design, calculation and/or rendering studies, specification of day lighting controls, shade devices and integration of electric lighting with day light harvesting systems.
12. Use of Revit, AutoCAD or other digital software used for formal drawing or modeling documentation.
13. Design, coordinate and specify lighting and controls components affiliated with kinetic lighting effects.
14. DPS presence at meetings or site visits other than mentioned under Base Design Services
15. Decorative lighting product search in conjunction with interior design coordination.P. Design development and detailing of custom architectural or decorative light fixtures, custom luminaire assemblies unique to this project, including modifications to manufacturers' standard light fixtures, or modifications to existing light fixtures.
16. Custom construction detail development, defined as custom detailing of architectural

conditions to accommodate luminaire mounting, design integration with architecture and/or other special conditions intrinsic to the lighting design and unique to this project.

17. Multiple Quality Control reviews due to inconsistent development of Construction Documents between trades or inadequate development of lighting content at time of review.S. Additional time expended due to: DPS not receiving pertinent design information in a timely manner from the Architect, Owner or design team members, rescheduling and/or extending the design schedule or construction schedule, or other complications on the project that result in a non-fluid design process.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

ELDORADO

Cost Estimating: ACC Scope Narrative

ACC will provide detailed quantity take-offs and cost estimating for architectural, structural, electrical and mechanical portions of the work. ACC will incorporate detailed estimates for Landscape and Civil, and any special equipment items (kitchen/food service equipment, training equipment, theatrical /stage equipment, etc.) into the overall estimate format as they become available from the design engineers and consultants. Estimates will be limited to no more than **(2) alternates**, additional alternates will result in additional services.

We will provide **one** estimate, based on **one** design scheme, for the following phases. Civil Engineer will provide cost inputs for site and landscaping costs.

- Masterplan/ Concept Phase (ROM cost estimate)
- 30% Design
- 60% Design

Base fee will cover one round of reconciliation and minor estimate update (this is limited to quantity adjustments, scope clarifications, product assumption clarification and does not include re-estimating for design changes or modification from the initial “base line” document) for each phase. Additional estimates at each phase for additional updates, alternate solutions, major scope changes due to budget overruns, changes due to design and system changes, program changes or separating the estimate into smaller component parts will be billed as additional services.

Estimates at each phase will require **10** business days to complete unless previously discussed.The architect will provide ACC with a minimum of one complete full size set of hardcopy drawings and PDFs of drawings and specifications.

All "reimbursable" expenses, associated with work within the Portland Metro area, including travel, parking, telephone and postage are included in the above fees. Any travel outside the Portland Metro area will be billed at cost plus 10%, subject to prior approval.

Additional services beyond the scope of the work defined above, including value engineering, cost reduction workshops and regular project consultant meetings, will be billed at an hourly rate as noted in the above matrix. Does not include CMGC reconciliation unless noted otherwise.

Kansas City Office
510 Avenida Cesar E. Chavez
Kansas City, MO 64108

(816) 474 3838

Portland Office
1623 NW Marshall St.
Portland, OR 97209

(971) 266 8665

eldo.us
Instagram: @eldoradoinc
Facebook El Dorado Inc

Attachment B – El Dorado Billing Rates

• Partner	$250
• Project Manager	$215
• Project Architect II	$170
• Project Architect I	$145
• Designer II	$110
• Designer I	$85
• Intern	$60
• Technician	$60
• Administrative	$85

(subject to periodic adjustment)

BENTON COUNTY WA

Request for Qualifications

Fairgrounds/Event Center – New Event Center Building and Parking Lot Entrance Project

Benton County is requesting Statements of Qualifications from professional consulting firms (hereinafter called "Consultants") with expertise in architectural/engineer design to provide design services for a new Event Center building and the redesign of the main entrance and parking lot at the Benton County Fairgrounds/Event Center (hereinafter "Event Center").

Project Background

Benton County has developed a Master Plan for the Event Center. Two priority elements developed through the Master Plan process comprise this project:

1) Redesign of the Event Center's main entrance to include removal of multiple small buildings, structures, and appurtenances; renovation/relocation/replacement of existing electrical pedestals; expansion of the main (North) parking lot to include new grading and paving as necessary; installation of new barrier fencing; possible removal of existing mature trees and other landscaping followed by installation of new landscaping features; and construction of a new ticket booth facility, among other related improvements.

2) Construction of a new event center building (approximately 50,000 SF) immediately behind existing Buildings 2, 3, and 4 in the area known as the Central Lawn and in a similar style to those existing buildings. The new building shall be connected with Buildings 2 and 3, and possibly 4 by an indoor breezeway/portico/foyer similar to what currently exists connecting Buildings 2 and 3. The objective is a seamless and fluid indoor traffic flow between and among the existing buildings and the new building.

Project development will need to have a multi-phased approach with considerations for existing annual events held on the property. Benton County's current position is that the parking lot element should be completed first.

General Project Guidance

The following guidance is intended to be used as part of the upcoming Fairgrounds/Event Center – New Event Center Building and Parking Lot Entrance Project process. It is provided here to help the consultant tailor their response to the RFQ to the County's specific goals. This is not intended to represent an exhaustive list of the features Benton County would like to have incorporated into the project:

- **Removal of Six (6) structures/buildings from the Main Entrance of the Fairgrounds/Event Center.**
    - Existing entrance gates, turnstiles, and ticket booths (2 small structures)
    - Wine Garden
    - Building 16 (3200 SF)
    - Building 15 (1450 SF)
    - Front Stage - Concrete Slab (400 SF)

- **Design of new updated Main Entrance to the Fairgrounds/Event Center**
    - New ticket booth facility and entry gate
    - New paved parking lot, which includes reworking an area of approximately 4.5 acres
        - Replacement of above-ground electrical pedestals with in-ground electrical pedestals
        - New landscaping
        - New lighting
        - New drainage

- **Design of a new Event Center Building**
    - New Insulated Pre-Engineered Metal Building; Approximately 50,000 SF
    - Design of approximately 1,500 SF of combined Office and Storage space
    - All spaces shall be conditioned
    - New utility connections
    - Space shall support vendor pop-up stations with power
    - Operable partition to divide the space
    - LED Lighting

- **Design of a new Passageway**
    - Covered and conditioned passageway that connects buildings 2 & 3 to the new building.
    - A new entrance to be constructed under the covered space to the east of the existing restrooms.
    - Conditioned space
    - LED Lighting

Scope of Work

The work performed under this RFQ will consist of the following:

- Attend a project kickoff meeting to discuss the scope of work
- Attend a project walkthrough to review the existing facilities
- Meet with the Benton County Team to discuss conceptual design
  More than one meeting may be required

- Develop a conceptual-level design for review and comment by County staff – least three proposed concepts for review
- Meet with designated team to discuss proposed concepts.
  More than one meeting may be required
- Present recommended concept at a Benton County Board of Commissioners meeting
- Develop complete construction plans, specifications, contract documents, and cost estimates for the approved concept. Deliverables for review at 30%, 60%, 90%, and 100% completion
- Provide complete contract and bidding documents
- Provide bidding assistance to the County in the form of answering requests for information and preparing addenda as needed
- Obtain building and other permits, submit applications and answer questions about the plans and specifications, and make corrections as required by the permitting agency
- Provide construction support as needed, including review of submittals, an inspection of completed work, responding to requests for information, holding regular construction meetings, and assisting with the review and preparation of change orders
- Attend the final walk-through and assist in the preparation of the punch list
- Assist in the preparation of as-constructed drawings.

STATEMENT OF QUALIFICATIONS

Content

Qualifications should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFQ. Emphasis should be concentrated on accuracy, completeness, and clarity of content.

The response should include, as a minimum:

- An introduction and executive summary of the proposal
- Profile outlining the history, experience, size, and affiliations of your firm
- The project approach, including:
  - Discussion and interpretation of the scope of work
  - A schedule of sufficient detail to convey an understanding of the timing and sequence of the work elements
  - Proposed methods of coordination with County staff
  - Discussion on how the project will be managed
  - What items of work, if any, do you expect the County to provide or perform?
- Similar work:
  - Describe and document a minimum of three (3) and no more than five (5) projects performed within the past five (5) years with similar scope and size
  - Name, address, and telephone number of the contact person for each project referenced above and a brief description of the services provided
- The names and individual qualifications of key personnel to be assigned to this project, including sub-consultants

- Other items the responder feels necessary to convey the relevant qualifications of the firm and assigned personnel
- Client reference letters may be included at the contractor's option. Reference letters shall be limited to five (5) in number and shall be dated within the past five (5) years

Format

Clearly label the RFQ cover and subject line in the cover letter with "BENTON COUNTY FAIRGROUNDS/EVENT CENTER – NEW EVENT CENTER BUILDING AND PARKING LOT ENTRANCE PROJECT." Responses shall be limited to ten (10) pages (single-sided, minimum 11-pt font), excluding cover sheet, cover letter, table of contents, section dividers, client references, and staff resumes. Staff resumes shall be limited to one (1) page each.

If sub-consultants are to be used for any of the work provided, include the name, address, telephone number, and contact person for each sub-consultant, as well as sub-consultant firm qualifications and staff resumes.

Submittal

One (1) PDF format file with *"REQUEST FOR QUALIFICATIONS* - BENTON COUNTY FAIRGROUNDS/EVENT CENTER – NEW EVENT CENTER BUILDING AND PARKING LOT ENTRANCE PROJECT " in the subject line shall be emailed to:

procurement@co.benton.wa.us

All proposals will be received no later than **3:30 pm Pacific Standard Time on Thursday, January 12, 2023.** Proposals received after the time and date specified above will not be considered.

Due to issues inherent to emailing attachments and firewall safeguards, it is highly recommended that you request a message read receipt for your submittal and/or contact the Purchasing Department at 509-737-3943 to confirm receipt of your proposal. The County will not be responsible for submittals that are not received due to issues with email transmittal or the firewall.

Inquiries

All questions and inquiries shall be in writing and sent to Robert Blain via email at:

procurement@co.benton.wa.us

A Questions and Answers (Q&A) document will be posted on the County's website to ensure that all proposers simultaneously have access to the information.

Revisions

The County reserves the right to modify and/or cancel this request in whole or part prior to the execution of a contract. If it becomes necessary to revise any part of the RFQ, the interested firms shall be responsible for obtaining a copy of the addendum.

Addendums, revisions, updates, or Q&A's will be posted on the County's web page at the following link:
http://www.co.benton.wa.us/bids.aspx?id=820&catid=46

Anticipated Schedule

The following schedule has been established for submitting and evaluating the RFQ and selecting consultant(s). Except for the RFQ due date, the remaining dates are tentative only, and the County reserves the right to adjust them at its sole discretion.

• Deadline for RFQ response	January 12, 2023
• Team Interviews (Optional)	Week of January 23, 2023
• Announcement of final selection	January 26, 2023
• Board of County Commissioners execute contract	February 7, 2023
• Project kickoff meeting	T.B.D. February 2023

PROPOSAL EVALUATION AND SELECTION

Evaluation Criteria

The following criteria will be used in the evaluation of the consultant:

• Experience and qualification of staff assigned to the project	35 points
• Experience with similar projects	35 points
• Capacity to perform the work within a reasonable time frame	10 points
• Procedures utilized to minimize costs and schedule delays	10 points
• References (client letters and/or previous project contacts)	10 points
Total	100 points

Scoring and Selection

The above criteria will evaluate each firm's response to the RFQ. The materials submitted in response to the RFQ will be scored in the five (5) categories.

The evaluation team will consist of at least three (3) County employees who have direct knowledge of the work performed under the agreement. The average of the members' scores will be used to determine the top two most qualified firms.

An oral interview with the top two firms may be conducted to determine the most qualified firm. The selected firms should be prepared to discuss the information submitted in the proposal and present any relevant information they believe will help the County determine them to be most qualified. Attendees

at the oral interview should be limited to firm executives, marketing personnel, and the project manager(s). The County reserves the right to waive the oral interview and select the firm based solely on the written submittals.

Title VI Statement

The County of Benton, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

New York State Fair Exposition Building | K/O

BENTON COUNTY FAIRGROUNDS / EVENT CENTER
NEW EVENT CENTER BUILDING & PARKING LOT ENTRANCE PROJECT

ELDORADO K/O VLMK ENGINEERING + DESIGN PAE MacKay Sposito

Flex Storage Systems | El Dorado

Colorado State Fair Entry Gate | K/O

Benton County Fairgrounds
Attn: Robert Blain
Benton County Fairgrounds/Event Center – New Event Center Building And Parking Lot Entrance Project

January 12, 2023

Dear Selection Committee,

El Dorado and our team of qualified consultants are excited to respond the RFQ for a new Event Center, Main Entrance and related site work for the Benton County Fairgrounds in Kennewick, Washington. This project is a perfect fit for our design practice and would make a wonderful addition to our legacy of nationally celebrated pre-engineered building designs within urban, suburban and rural contexts.

The opportunity to create a new Event Center is an exciting one. The facility will be the civic hub for the Fairgrounds and will host a multitude of uses over time. The new facility should embrace flexibility while also broadcasting a strong identity anchored in civic pride. We believe the new Event Center should effortlessly contextualize itself within the straight-forward, pragmatic beauty of the fairgrounds vernacular. The relationship between existing buildings and the new Event Center is paramount, not only through an aesthetic lens, but also through operational functions — circulation, flow and wayfinding should be intuitive and seamless. Further, phasing will be key to the success of the project. **Design Excellence, in this case, will rely on the careful integration of a new facility within the context of a carefully-considered Master Plan; strong connections to existing structures; and the distinctive character of the Benton County Fairgrounds.**

El Dorado is a national leader in pre-engineered building design and, specifically, in discovering the inherent beauty of these systems as the key driver towards design excellence. Our practice originated in 1996 in Kansas City, Missouri as an architect-led design-build practice. We intentionally integrated a design studio with a fabrication shop and often fabricated major components of our design solutions. Twenty-seven years later this remains true, but we now operate in Kansas City and Portland, Oregon. Our dedication to industrial design and fabrication created opportunities for us to work within the design-sensitive industrial sector of architecture. In 2004, we created FLEX Storage Systems, a contemporary pre-engineered climate controlled storage facility in Topeka, Kansas. This project was published in Metropolis Magazine and won three national and international design awards. In 2008 we extended our pre-engineered design portfolio by completing a new distribution center for Cox Communications. This project won two national design awards and was featured as a cover story in Architectural Lighting magazine. In 2009 we deployed the quonset hut system to complete a new office headquarters for Hodgson Powder in the Flint Hills of rural Kansas. This project won multiple AIA design excellence awards and was a feature article in Architectural Record magazine. In 2018, El Dorado completed the new University of Arkansas Sculpture Facility by seamlessly introducing an addition to an existing pre-engineered building. This project has additionally been celebrated by multiple AIA design excellence awards. **El Dorado's celebrated portfolio of pre-engineered building systems does not stem from "flashy" design— our brand of design excellence emerges from embracing constraints and celebrating the simple elegance of these building systems, especially in the context of rural and agricultural vernaculars.**

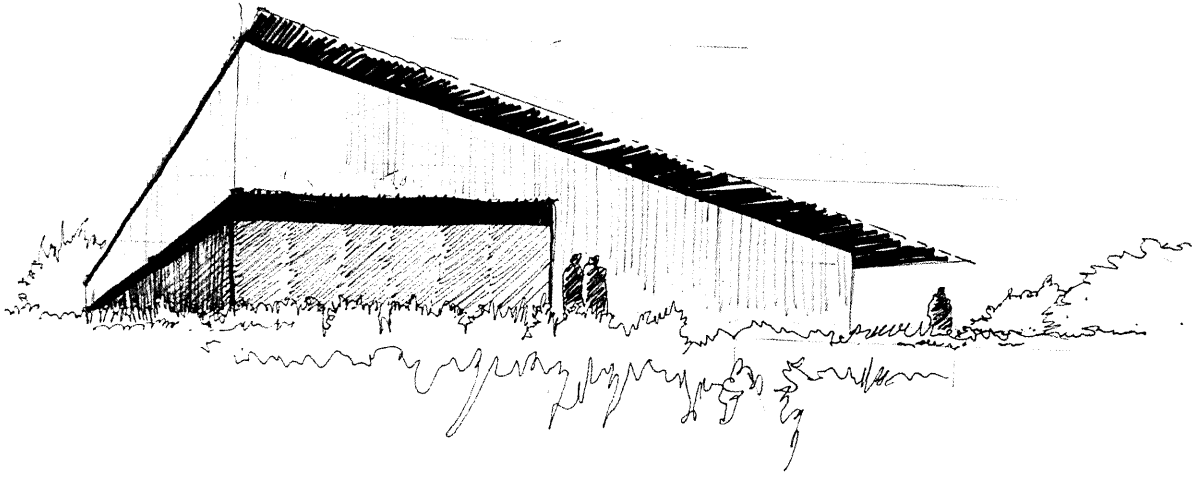
For this project, El Dorado has invited **K/O Fairground Planners** to join our team as associate architect and planner. K/O is the national leader in fairground design and planning. Established in Des Moines, Iowa in 1876, K/O has designed more facilities on fairgrounds than any other firm in the United States. K/O's extensive resume includes event centers, gateways and ticketing entry plazas across the United States. K/O deeply understands fairgrounds focusing on phased approaches and specific facility design, making them a perfect fit for this project. K/O will work closely with El Dorado to ensure that the logistics of the project are carefully considered, from phasing at a planning level to operational concerns at a facility design level. El Dorado has engaged local firm **MacKay Sposito** to provide civil engineering and landscape design services. With an office location in Kennewick, MacKay Sposito has extensive experience with fairgrounds site planning and site engineering throughout the Pacific Northwest region. Currently K/O and MacKay Sposito are working together on the Clark County Events Center and Fairgrounds. **VLMK** joins our team as a regional leader in structural engineering for pre-engineered and pre-cast building typologies. Our office has solid experience working with VLMK across multiple projects. And finally, **PAE**, a regional leader in Mechanical, Electrical, Plumbing and Fire Protection engineering rounds out our design team.

Our team at El Dorado believes strongly in the power of design excellence to bridge an increasingly polarized cultural landscape across urban, suburban and rural communities. This project, and our collaboration with your team at the Benton County Fairgrounds, will be a perfect opportunity to extend this mission in our practice, and into the lives of the citizens of your community. We'd be thrilled to work with you.

Please do not hesitate to contact me with any questions.

Yours truly,

Josh Shelton, AIA
Partner
El Dorado



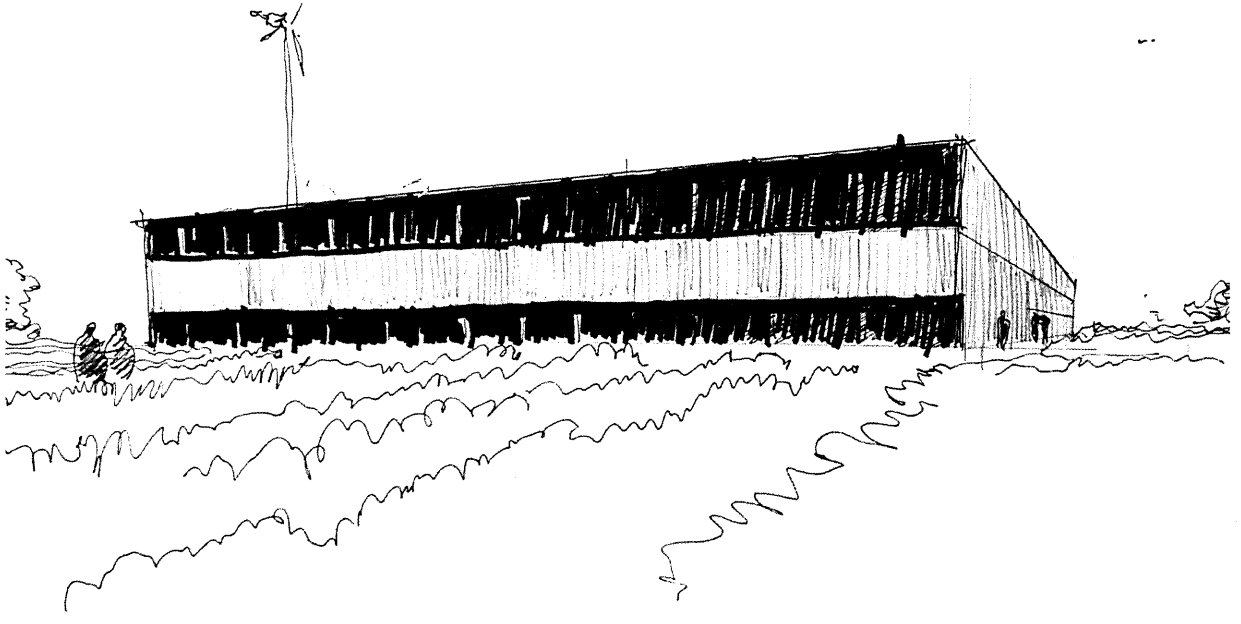


TABLE OF CONTENTS

05 Our Team

06 Project Approach

08 Schedule

09 Select Experience

17 Key Personnel

31 Client References

OUR TEAM

COX COMMUNICATIONS DISTRIBUTION CENTER I EL DORADO

ELDORADO

Lead Architect

Established in Kansas City, Mo., El Dorado is an integrated architecture, urban design, curatorial, education, and fabrication practice. Our ethos is born of the Midwest: its frugality, its pragmatism, and its commitment to allowing and cultivating risk. But we go where projects and people take us, which is why we opened a second office in Portland, Ore.--bringing our accessibility and penchant for big ideas to a new market. Our interest in working with artists to incorporate public art in projects and in materiality and fabrication transcends zip code.

We believe strongly in iterative design—constantly testing what we draw on paper in the real world through physical mock-ups and sample assemblies. If scale prevents us from fabricating ourselves, we feel it is critical to work closely with—and understand the approaches of—the people who make our architecture, which is why our complement of two partners and 22 staff includes 11 architects, a university professor, industrial designers, and certified welders.

Everyone, everywhere, deserves good design—there should be no divide between design excellence and social or spatial justice. We prioritize community engagement to help our clients amplify their missions, environmental sustainability by leveraging adaptive reuse whenever possible, and social sustainability by pursuing work with non-profits and ensuring that nearly 50% of our projects are dedicated to social justice.

K/O

Fairground Planner

K/O Fairground Designers Planners (K/O) – Located in Des Moines, Iowa, are National Leaders in Fairground Design and Planning. Founded in 1876 they have a rich 145-year history. K/O has designed and planned more facilities on fairgrounds than anyone – starting with the Master Plan of the Iowa State Fair in 1885. This specialization in fairground projects over the past few decades has allowed them to work on hundreds of these commissions throughout the United States and the team members presented in this proposal have worked on all of them. K/O has completed over 275 planning and design projects on fairgrounds throughout the U.S.

VLMK

Structural Engineering

For fifty years, VLMK Engineering + Design has provided high-quality consulting engineering services to the building industry. Our reliable and efficient designs have contributed to the success of thousands of projects of all sizes and types throughout the Northwest and beyond. Our solutions offer a blend of dynamic thinking and the practical confidence that comes with a long history of success and honorable work.

VLMK was founded in 1971 as a structural engineering firm. Today we continue to build on that foundation, providing structural and civil consulting engineering services to a broad range of clients. Our focus on providing creative design solutions with an attention to detail and critical timelines has made our staff one of the best in the industry. We provide structural design services for a large range of market sectors with significant use of wood, steel, masonry, concrete, tilt-up and lightgauge construction types. We provide various levels of project management and engineering services for light industrial warehouse, manufacturing, and business park projects. Our civil engineering projects are largely focused on the needs of building construction, including site design, storm water management and treatment, and street improvements.

PAE

MEP

PAE are leaders in event facilities and community focused spaces. PAE works in a variety of public spaces - from recreation and civic centers, performing arts and event facilities - our services ranging from new construction, to renovations and additions, to tenant improvements and major system upgrades. We believe our spaces should be healthy and make us feel engaged, alive, and comfortable. We work closely with the building owner, operator and facilities staff to design efficient, robust, flexible, and controllable systems to ensure occupant comfort for the life of the building. Our experience with community and event centers means we have a deep understanding of the engineering design considerations needed for these environments.

MacKay Sposito

Civil and Landscape Architecture

MacKay Sposito has had quite a journey since our inception in 1974. We've grown from a small, local civil engineering and land surveying shop to a regional player offering five primary services to the Energy, Public Works, and Land Development markets. Although we look a lot different now than in the early days, our core values remain unchanged: honesty, dedication, and relationship with a commitment to lead by doing right. Today, Mackay Sposito is a thriving professional services consulting firm serving the Energy, Public Works, and Land Development markets. Out project footprint has expanded beyond washington and Oregon to include Alaska, Idaho, Montana, Wyoming, Utah, and California. Yet, despite decades of change, we still hold true to our core values of honesty, dedication, and relationship.

PROJECT APPROACH

TICKET GATE 15; IOWA STATE FAIRGROUNDS | K/O

PROJECT APPROACH

PROJECT PROGRAMMING / CONCEPT DESIGN (30% MILESTONE)
We kick-off the process by working alongside Benton County Fairground leadership and key stakeholders to verify project phasing strategies and functional program requirements through a series of collaborative design workshops. These workshops will include:

- A comprehensive site visit and a walk-through of existing facilities
- Verification of phasing strategies, prioritizing parking and related sitework as an early phase initiative
- Detailed discussions around factors to consider regarding removal / demo of required existing structures
- Detailed discussion centered around the goals and aspirations for the new main entrance to the Fairgrounds and Event Center
- Functions and activities to be conducted within each programmatic space of the new Event Center.
- Estimated size and configuration of all spaces.
- Equipment and furnishing required for each space.
- Adjacencies and process flow for staff, vendors and users.
- Bio-safety and bio-security requirements.
- Infrastructure and systems required to support all individual spaces.
- Preferred strategies for engineered systems.
- Outline the project's target budget.

At this stage we will develop graphic plans, graphic renderings and planning cost numbers for (3) concept design options for Benton County Fairgrounds consideration, each seeking to evolve and enhance the aesthetic and function of the campus and each to celebrate heritage of the Fairgrounds. Our team will meet with the Benton County Fairgrounds client group as needed to collectively arrive at a recommendation for a preferred option. At the conclusion of this phase, we will assist in presenting the recommended scheme at a Benton County Board of Commission meeting for approval.

SCHEMATIC DESIGN/ DESIGN DEVELOPMENT (60% MILESTONE)
Design work sessions provide an opportunity for all stakeholders to share ideas and aspirations for the project. We focus on establishing a plan for systems integration with phasing that aligns with the Benton County Fairground expectations, budget and schedule. The approved scheme from the previous phase will be further developed in work sessions alongside the appropriate consultants as building systems integration takes shape. Detailed performance standards will lay the groundwork for plan development. We will update the budget and make formal presentations to the team – this involves the Benton County Fairgrounds client group as a part of the tracking and cross-checking process. This phase will result in a set of Design Development drawings, including Site Civil Plans, Architectural Site Plans, Building Plans, Building Sections, select Walls Sections, select Construction Details, Structural Plans, Structural Details, Structural Narratives, MEP Plans, MEP Details, MEP Narratives and Outline Specifications. A Cost Control report will also be presented, including recommended Value Engineering measures to consider as necessary.

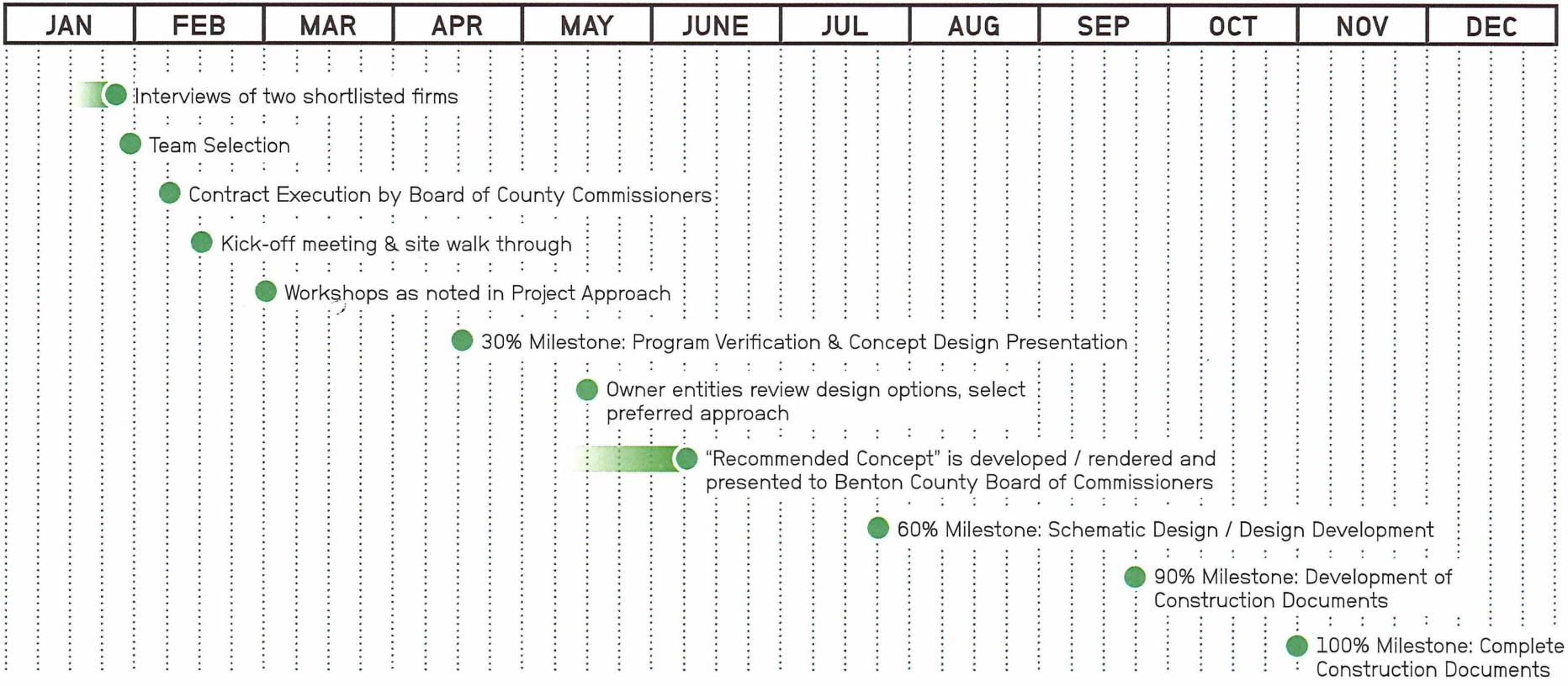
90% CONSTRUCTION DOCUMENTS (90% MILESTONE)
We take great pride in our reputation for creating thorough and concise construction drawings and specifications. Clarity is essential in meeting project budgets and eliminating problems during construction. We will work alongside your team at Benton County Fairgrounds to thoroughly monitor the process according to your guidelines. This phase will result in a 90% set of Construction Documents available for client review and final cost evaluation.

100% CONSTRUCTION DOCUMENTS (100% MILESTONE)
Based on client review and final cost evaluation, our team will complete 100% Construction Documents, ready for bidding and Building Permit Acquisition.

BIDDING AND NEGOTIATIONS
El Dorado and its complete team of consultants will remain available to assist the Benton County Fairgrounds client team during Contractor Bidding and Negotiations. We will review and help evaluate submitted bids with regard to adherence to drawings & specifications, and provide recommendations for selection, as requested. Our team will provide addenda to the final drawing set and specifications as needed at this stage

CONSTRUCTION ADMINISTRATION
Our entire team has a reputation for protecting our clients' interests during construction. Our project management team will work alongside the contractors and remain engaged with work in progress through to completion. We have established a good rapport with many reputable contractors with a reputation for being both firm and fair. Our hands-on construction experience, along with our commitment to client satisfaction and a high design standard makes El Dorado the perfect partner during construction. Our Portland office is within driving distance of the Fairgrounds and our team can conveniently visit the jobsite within a day's notice. Our Construction Administration services include regular OAC meetings, selected site visits, contractor RFI responses, submittal reviews & approvals, review of proposed contractor change orders, inspection of built work, final walk through and punchlist and assistance in the preparation of an as-built drawing set for owner's file.

PROPOSED SCHEDULE



SELECT EXPERIENCE

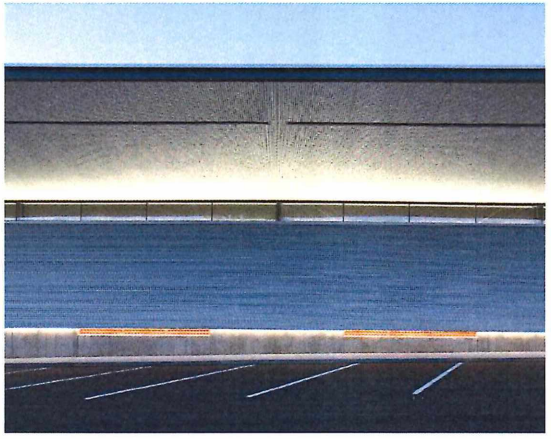
WILLOUGHBY DESIGN BARN | EL DORADO

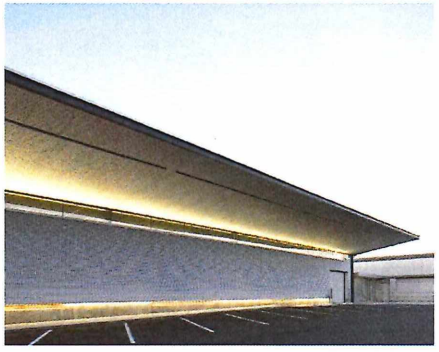
COX COMMUNICATIONS DISTRIBUTION CENTER

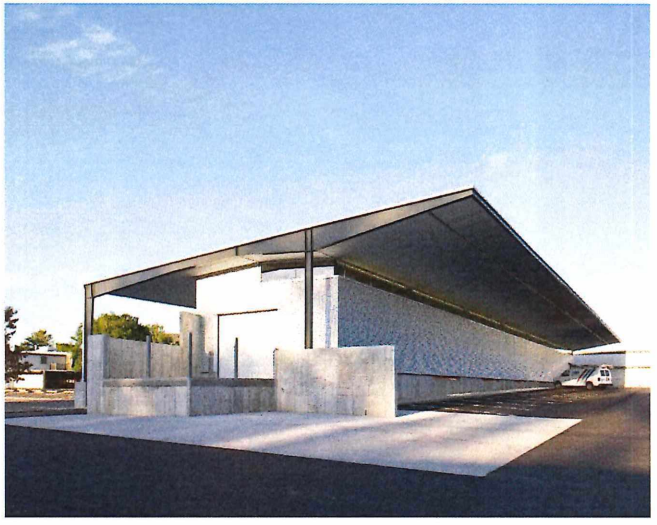
Topeka, KS

A sustainable warehouse that directly expresses utility.

This warehouse and distribution center requested a striking visual presence along with cost efficiency. The project's pre-engineered metal building system is specifically calibrated to the site, program, and environmental footprint. A soaring cantilever provides shelter for loading and unloading and protects the building's metal skin from the southern sun. Low, horizontal vents along the longitudinal north and south facades provide high-pressure intake for a passive convective cooling system. Finally, a clerestory window running the length of the building allows the roof plane to "float" above the wall plane, generating natural interior lighting during the day and indirect exterior lighting at night.







Status Completed 2007
Size 9,500 sf

Contact Henderson Development, Inc,
Jaime Henderson, 913.271.1188

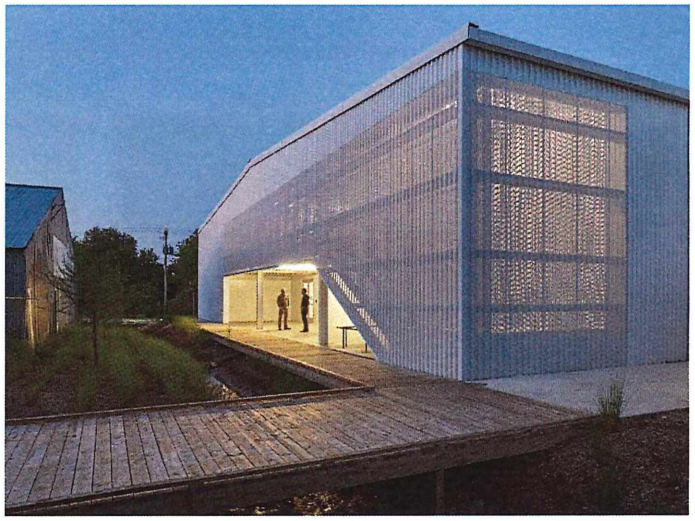
SCULPTURE STUDIO

University of Arkansas
Fayetteville, AR

A reused, pre-engineered structure creates a factory for art

The University of Arkansas wanted to establish a long term master plan for their growing university art department. Situated on a light industrial 3.8-acre satellite site adjacent to the popular Frisco Trail, phase I includes a new facility that provides state-of-the-art sculpture, wood and steel shop spaces, all carefully designed and equipped to balance advanced technologies with traditional fabrication procedures. It also provides a protected, outdoor casting foundry and dedicated MFA studios.

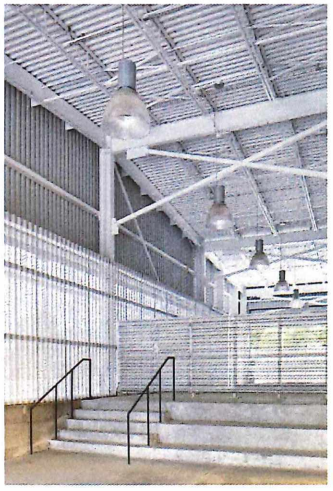
Half of the square footage is housed within an existing pre-engineered building frame, made efficient by introducing a second floor within the volume. A new building to the east doubles the available square footage. Studio space is open, flexible and well-lit. Generous corridors provide ample display and critique space.

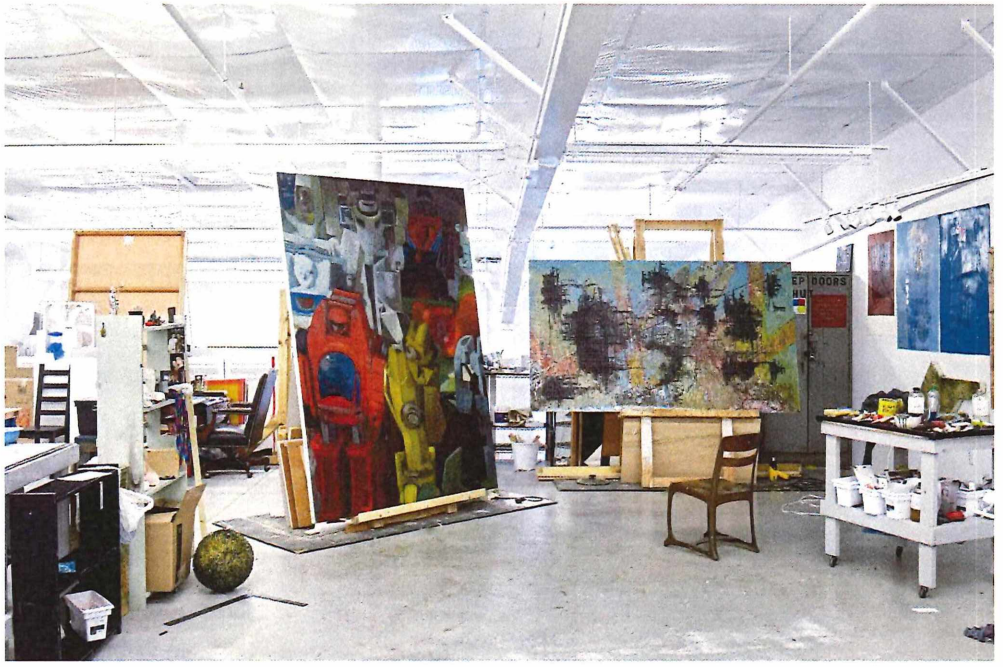


Status Completed 2016
Size 33,000 sf on 4.1 acre site

Contact Todd Furgason, Senior Campus Planner, 479.575.3371

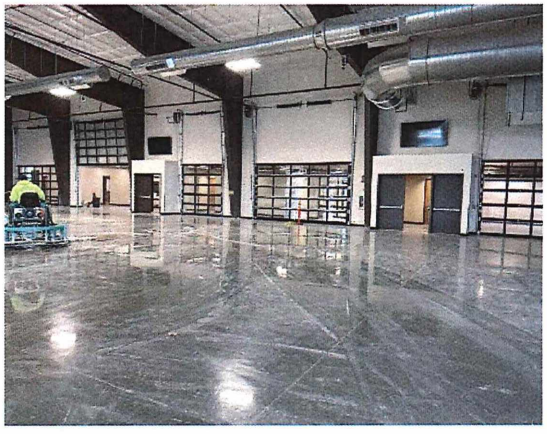
ELDORADO





THE CENTER CANYON COUNTY FAIR

Caldwell, ID



The Center at the Canyon County Fairgrounds is a multi-purpose exhibition hall designed by K/O Fairground Designers in partnership with Boise architectural firm Cole Architects. The new 40,000 SF Exposition Building is located on the grounds of the Canyon County Fair in Caldwell, Idaho. K/O was part of the team that prepared a Master plan which included a vision for the new building in 2002. The Center will be complete in the spring of 2023. The building is sited to take advantage of a nearby waterway with several large glass walls that connect indoor meeting rooms to much needed outdoor event space and a landscaped amphitheater bowl.

The new Exposition Building is a multi-purpose structure that will house the Fair offices and is flexible enough to use for the annual fair and off-season for events. Activities such as board/company meetings, trade shows, and festivals might use the large exhibition hall and the divisible meeting rooms. The large pre-function space and catering areas are perfect for hosting a wide range of community events.

Status Complete in 2023
Size 44,000 SF

Contact Canyon County Fair; Diane Sinner, Director 515.229.9862

IOWA STATE FAIR – GATE 13 ENTRY PLAZA

Des Moines, IA

Ticket Gate 13 was a continuation of a theme that was very similar in design to Gate 15 also designed by K/O. This project was unique in the fact that the intent is to drive traffic to a historically underutilized area of the fairgrounds. Elements of this project included developing an entire block of the fairgrounds into an entry plaza. This plaza included light poles that include cell phone chargers every 40 feet along its route, and full vendor hook-ups (sewer, water, and 150W power) within flush in-ground boxes centered between each light pole. The exterior face of the ticket gate includes ticketing windows and an arrival plaza that allows for ride-share and shuttle drop-off/ pick-up.

Part of the project's draw was also the design and creation of the "Western Outdoor Events Area" this zone provides a 3,000-seat bleacher and two 1,500-seat fabric structure covered viewing areas for outdoor events – such as tractor pulls, rodeos, demolition derby's, and motorcycle events.

The back side of the ticketing buildings provide access to the ticketing windows, private toilets, and the gate security office.

Status Completed 2019
Size 8,000 SF

Contact Iowa State Fair, Scott Worth
515.240.6988

COLORADO STATE FAIR ENTRY GATE 5

Pueblo, CO

K/O Fairground Designers completed a new entry structure for Gate 5 on Colorado State Fairgrounds in Pueblo, CO. The tensile canopy structure and a new entry plaza were part of Phase 1 of a multi-phased project. A future phase will include two ticket gate structures (seen in the above rendering) one flanking each side of the new tensile canopy structure. Multi-colored LED lighting will be installed to allow the canopy to glow at night and the fair to brand itself and change colors seasonally or by event.

The new ticketing buildings will also house other program functions that support the fair's admissions department such as accounting, and security. On the fair facing side of the ticketing buildings merchandise sales windows will front patrons as they exit the event.

A second phase includes a new main street plaza with new at grade utility hook-ups for water, power, and sewer. The entire plaza will include low slope roll curbs and permeable pavers and colored concrete to assist with wayfinding. Bids have been received and the project will be constructed starting spring of 2023.

Status Phase 1: 2022; Phase 2: 2023
Size 5,000 SF

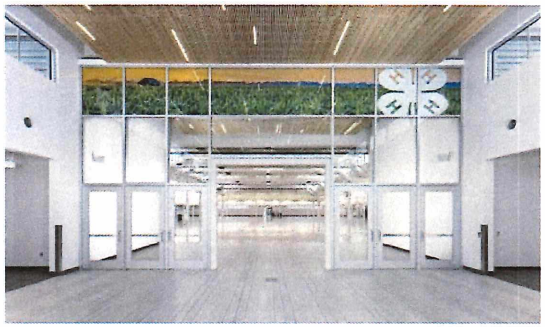
Contact Colorado State Fair, Scott Stoller, General Manager; 719.225.9902

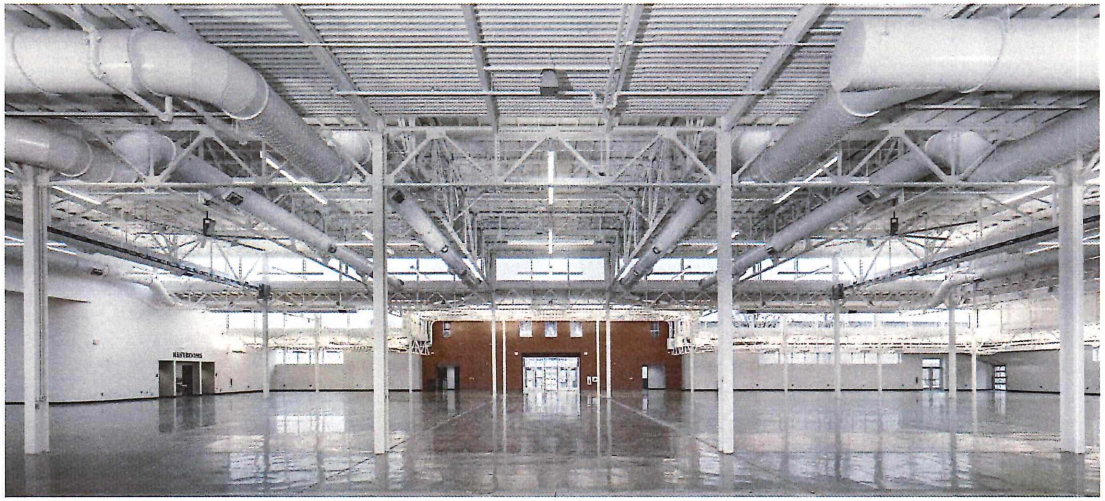
4H EXHIBITS BUILDING

Des Moines, IA

With the guidance provided by the K/O master plan, the Iowa State Fair determined it was in need of a medium-sized multi-purpose conference space along with an upgraded exhibition space to serve the fairground's year-round ability to host many different-sized events. Fortunately, they only needed to look to one of their existing exhibition buildings for this experience. Originally built 1938 as the Poultry Building, the existing 47,000 SF open-plan building has served as the 4H Exhibits Building in recent history. K/O Architects was able to restore and update the original building to enhance its aesthetics, meet current building codes and expand its usage.

Numerous design improvements transformed the building into a premiere 4H exhibition venue. Spray-on fire-proofing was applied to the entire original wood and steel structure, the historic perimeter windows were re-glazed, masonry walls and stone murals were restored, the original clerestory window locations were recaptured with new glazing, and major upgrades were made to the mechanical, electrical and technology systems along with adding fire sprinkler system throughout. Four flexible classrooms were added to the building to provide conferencing space along with new large-scale restrooms to accommodate the expanded use. Another sizable addition was provided on the south side of the building to support an expansive concessions commercial kitchen, sizable loading docks, and generous facility storage.

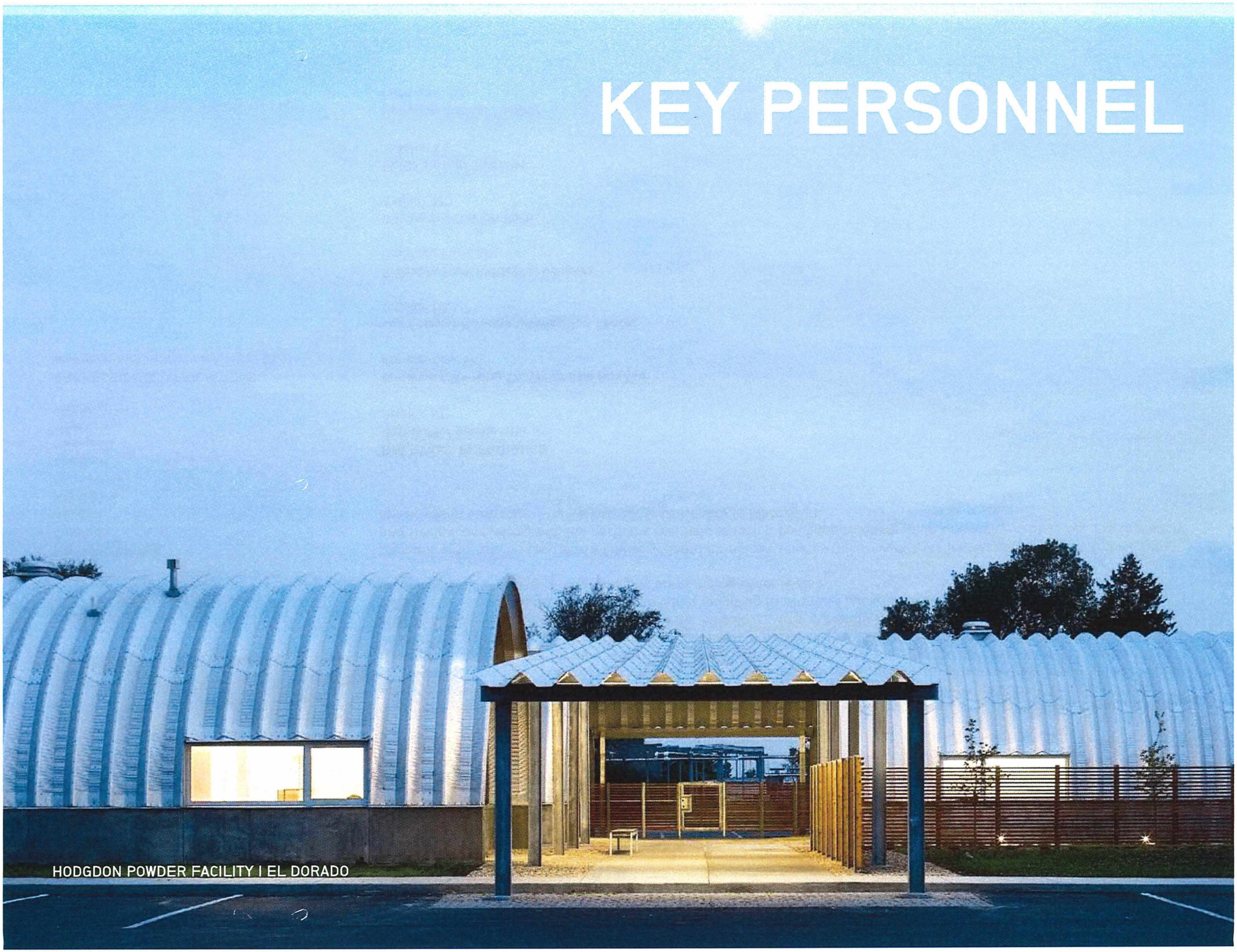




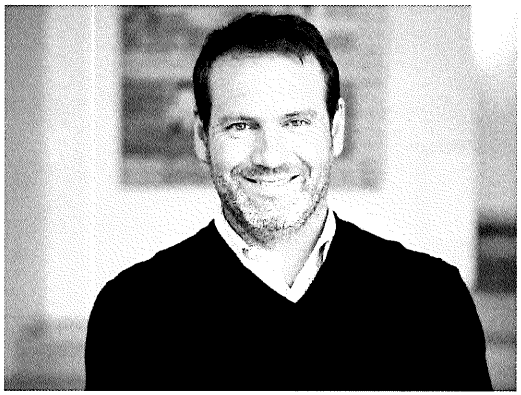
Status Completed 2020
Size 65,000 SF

Contact Iowa State Fair, Scott Worth; 515.240.9688

KEY PERSONNEL



HODGDON POWDER FACILITY | EL DORADO



JOSH SHELTON, AIA
PARTNER

Architect Josh Shelton, AIA is a partner of El Dorado, primarily focused on design excellence within our shared urban environment. He has a particular interest in mission-driven urban design projects that maximize social impact within a diverse set of communities and stakeholders. He has a depth of experience with urban design mixed use projects that leverage complex funding sources, ranging from HUD funding and tax credit financing to EPA grants and private sector philanthropy.

Over the years, Josh has developed a unique expertise in designing catalytic light industrial and public art projects that serve to raise awareness of new technologies. Specifically related to water recycling, Josh has led El Dorado's efforts on planning and building projects, including a Public Art Master Plan for Calgary's Utilities and Environmental Protection Department, A Monument for Rain at the Wetweather Treatment Plant in Seattle, Washington, the LVMWD Pure Water Pilot Program in Las Virgenes, California, and The Rainbow— a public art installation at Fort Mason, California that serves to shift public perception pertaining to black water recycling. He is currently lead architect for the Center for Advanced Water Recycling in Riyadh, Saudi Arabia, a water recycling facility and public outreach center that highlights new technologies and engagement strategies surrounding water re-use.

Josh currently sits on the Dean's Advisory Board for his alma mater, the University of Tennessee College of Architecture and Design, and, along with his partners, has held teaching positions at Washington University in St. Louis, the University of Kansas in Lawrence, and Kansas State University in Manhattan.

EDUCATION
Bachelor of Architecture
University of Tennessee

REGISTRATIONS
Colorado
Kansas
Kentucky
Minnesota
Missouri
Nebraska
New York
Washington

PROFESSIONAL AFFILIATIONS
American Institute of Architects (AIA)

RELEVANT EXPERIENCE

Highlander Accelerator
Omaha, NE

Boulevard Brewing Co. Cellar One Addition
Kansas City, MO

Cox Communications Distribution Center
Topeka, KS

Brooklyn Park Industrial Complex
Brooklyn Park, MN

Willoughby Design Barn
Weston, MO

FLEX Storage Systems
Topeka, KS

Hodgdon Powder Facility
Herington, KS

DAVID SUTTLE, AIA, LEED AP

PRINCIPAL

David's career in architecture began in 1990 with the design of site-specific Passive Solar homes in the Texas hill country around Austin. Since that time he has worked on a variety of building types in locations ranging from New England to Beverly Hills to British Columbia. Since 2003 he has been based in Portland, Oregon.

David's early life experiences working on archaeological excavations in the Ancient Roman Forum and in Castellammare di Stabia near Pompeii instilled in him a deep appreciation for timeless design and enduring construction techniques. His respect for the client's budget and aspirations for the project, his fastidious attention to detail, and his appreciation for the collaborative nature of architecture make David a committed partner to his clients, contractors, consultants and coworkers.

Some of the more notable projects in David's portfolio include the Booker T. Washington Arts Magnet high school in Dallas, Texas; the Patricia Reser Center for the Arts in Beaverton, Oregon; a mixed-use brewery, restaurant and office building in Hood River, Oregon; a stainless steel pavilion at the Arnold Arboretum in Boston, MA; a waterfront Fire & Rescue station in Portland, Oregon; and the Pink Martini Headquarters. David is currently serving as managing principal on Parrott Creek, a residential counseling and recovery center for traumatized youth in Clackamas County, Oregon.

EDUCATION

Master in Design Studies, Concentration in History and Theory | Harvard University, Graduate School of Design

Master of Architecture
University of Texas at Arlington

Bachelor of Arts
Southwestern University at Georgetown

REGISTRATIONS

Oregon
British Columbia, Canada
Massachusetts

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)

RELEVANT EXPERIENCE

Vancouver Innovation Center Building North
Vancouver, WA

Parrott Creek Programming
Oregon City, OR

The Preserve
Eugene, OR

Hood River Waterfront
Hood River, OR

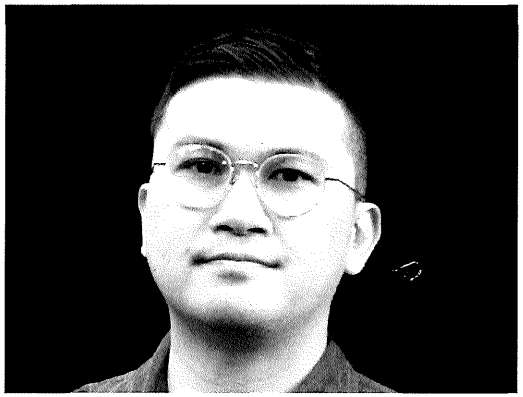
Canadian Mountain Holidays Renovations
British Columbia, Canada

Mark Spencer Hotel
Portland, OR

Hood River Waterfront Master Plan
Hood River, OR

Departure Cherry Creek
Denver, CO

*While previously employed



THAD NOBUHARA

PROJECT ARCHITECT

Thad joined El Dorado's Portland office in 2020 as a Project Architect. Shaped by his background in working with artists, galleries, and collections, as well as his experience with multi-family housing, Thad is passionate about navigating both socially conscious and artistically minded projects with a keen eye in the execution of the built work. He believes in using his skills as an architect to create work that has a positive impact on diverse communities.

EDUCATION

Master of Science in Advanced Architectural Design with Distinction
Columbia University

Bachelor of Architecture
University of Southern California

RELEVANT EXPERIENCE

Al Masar Arts District
Riyadh, Saudi Arabia

N Williams Mixed-Use Building #01*
Portland, OR

N. Williams Mixed-Use Building #02-03*
Portland, OR

Rancho Pancho Verde Residence*
San Diego, CA

Beresford Apartment Renovation*
New York City, NY

321 Ocean Penthouse Apartment*
Miami, FL

Meyer Memorial Trust HQ*
Portland, OR

Il Gattopardo Restaurant*
New York City, NY

PRIMARY. Gallery*
Miami, FL

Design District Retail Store*
Miami, FL

Museum Garage*
Miami, FL

UNTITLED. Art Fair*
Miami, FL

Cenon Cultural Center*
Cenon, France

Sheikh Zayed National Museum & Masterplan*
Abu Dhabi, UAE

*Projects completed with previous firm

AUBREY MOORE

STAFF DESIGNER

Aubrey Moore is a recent graduate of the University of Oregon's Architecture program and has joined El Dorado as a staff designer. She is currently involved in a variety of projects focused on social good and trauma formed design. Her passion for 3D architectural programs, tech implementation, and innovative visualization tools has all culminated in the work she is doing for these projects. She enjoys seeing the site come to life through a hand made tool that helps engage clients and the community.

EDUCATION

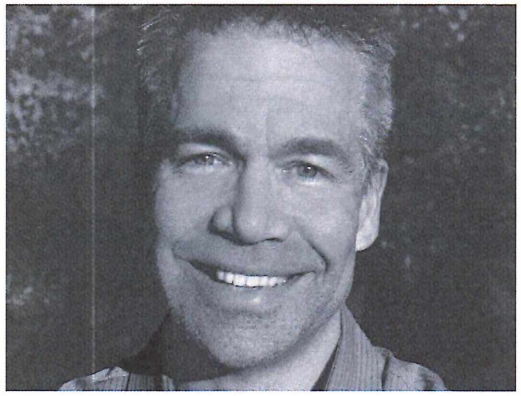
Bachelor of Architecture
University of Oregon

RELEVANT EXPERIENCE

Parrott Creek Programming
Oregon City, OR

The Preserve
Eugene, OR

Children Rising Center
Syracuse, NY



CHIP OVERTON, AIA, NCARB, LEED AP, IAFE

PRINCIPAL & PRESIDENT – LEAD FAIRGROUND VENUE PLANNER

Chip is Principal and President of K/O. He will serve as Lead Fairground Venue Designer and K/O's point of contact on this project. He will be present in person or virtually at all pertinent meetings. He has had a wide variety of experience developing facility concepts on hundreds of award-winning fair and event destination projects for clients around the U.S. Authoring many articles and blogs, Chip is an accomplished speaker on a wide range of Fairground related topics recently conducting webinars at Regional and National IAFE conferences. A partial resume of Fairground clients is listed below. Currently he is involved in projects on both coasts of the U.S. and in States touching Canada and Mexico.

Chip will lead our team's Fairground Design effort. His role as Lead Fairground Designer will include the Facility Concept Layout, Character Development, Wayfinding Design and Entertainment Integration. He has also completed architectural work on several fair specific venues and will oversee the planning effort to incorporate new and existing building programming into the plan.

EDUCATION
Bachelor of Architecture
Iowa State University

LICENSES
Colorado
Iowa
Indiana
North Dakota
New Mexico
South Dakota

PROFESSIONAL AFFILIATIONS
International Association of Fairs and Expositions (IAFE)

American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

RELEVANT EXPERIENCE

South Carolina State Fair
Columbia, SC

State Fair of West Virginia
Lewisburg, WV

Clark County Fairgrounds and Event Center
Ridgefield, WA

Washington State Fair Entry Gate and Planning
Puyallup, WA

Lane County Events Center
Eugene, OR

Nebraska State Fair 4H & Industrial Arts Building Planning
Lincoln, NE

South Dakota State Fair, DEX Building Planning
Huron, SD

New York State Fair Expo Planning, Design, Programming
Syracuse, NY

Kansas State Fairgrounds
Hutchinson, KS

Colorado State Fair
Pueblo, CO

Iowa State Fair Master Plan and Other Projects
Des Moines, IA
- Animal Pavilion Arena Improvements
- Ticket Gates 13 and 15
- 4H Building Expansion and Enhancements
- Livestock Pavilion Improvements
- Animal Learning and Birthing Center
- Jacobson Exhibition Center
- Covered and Open – New Arenas
- Stalling Barn
- Cattle Barn Remodel

North Idaho State Fair
Coeur d'Alene, ID

Wyoming State Fair Arena Planning and Design
Douglas, WY

Evergreen State Fair
Monroe, WA

The Ranch Larimer County Fair
Loveland, CO

Adams County Fair
Brighton, CO

Eddy County Fair
Artesia, NM

SARAH OVERTON, AIA, LEED AP, IAFE

FAIRGROUND DESIGNER – PLANNER, EDUTAINMENT PROGRAMMING

Sarah is a Fairground Planner and a top Education- Entertainment (Edutainment) Programmer. She is a registered architect with experience Planning and Programming for Collegiate Livestock, Entertainment, and Fairground facilities all around the U.S. Her Edutainment resume includes 4H and over 50 Kindergarten through College Educational commissions.

Her partial client list is shown below. Sarah grew up on a large acreage exposing her to farming and raising nearly every kind of livestock. This, coupled with extensive travel, and studying architecture in over 20 different countries has allowed for a "global-perspective" of planning experience to draw from.

Sarah's role as Designer/Planner will include Destination Planning, Entertainment Integration, Edutainment Programming, as well as Fairground Planning.

EDUCATION
Bachelor of Architecture
Iowa State University

LICENSES
Iowa

PROFESSIONAL AFFILIATIONS
International Association of Fairs and Expositions (IAFE)

American Institute of Architects (AIA)

RELEVANT EXPERIENCE

Clark County Fairgrounds and Event Center
Ridgefield, WA

Washington State Fair Entry Gate and Planning
Puyallup, WA

Lane County Events Center
Eugene, OR

Eddy County Fair
Artesia, NM

Clay County Fairgrounds Exhibition Building & Planning
Spencer, IA

Canyon County Fairgrounds Multi-purpose Expo Building
Caldwell, ID

Boulder County Fairgrounds
Longmont, CO

North Idaho State Fair
Coeur d'Alene, ID

The Ranch 4H Building
Loveland, CO

DEX Livestock/Arena Building, South Dakota State Fair
Huron, SD

South Carolina State Fairgrounds
Columbia, SC

Colorado State Fairgrounds Ag Palace Plaza
Pueblo, CO

New York State Fair Expo Building Planning
Syracuse, NY

State Fair of West Virginia Facilities Review and Planning
Lewisburg, WV

Sandy Downs, War Bonnet Rodeo Expansion Design
Idaho Falls, ID

Kansas State Fairgrounds
Hutchinson, KS

Iowa State Fair Multiple Projects
Des Moines, IA
- Animal Pavilion
- Arena Improvements
- Animal Learning and Birthing Center
- Jacobson Exhibition Center and Animal Arena
- Multi-Purpose Animal Stalling Barn
- Cattle Barn Remodel
- Horse Barn Renovation
- Swine Barn Improvements
- Sheep Barn Updates

TRENT NAGELE, PE, SE

SR. PRINCIPAL

Trent has over 27 years of experience as a Structural Engineer and brings a wealth of knowledge and background to each of the projects and clients he works with. His range of building experience includes design with a variety of different construction types, including concrete, steel, masonry and wood, and his project portfolio includes industrial and institutional buildings, commercial offices, parking garages, and large multi-family residential structures. Trent also has significant experience working with existing facilities and seismic upgrades. Trent is the vice-chair of the Oregon Seismic Safety Policy Advisory Commission (OSSPAC) and a Past-President of the Structural Engineers Association of Oregon. He is actively involved with structural engineering topics, including Oregon's resilience efforts. Trent is a member the American Concrete Institute and participates on several technical committees including the 551 Tilt-up Concrete Committee. Trent has been the Principal Engineer, or provided significant engineering efforts for the following representative projects and market sectors: Industrial / Manufacturing; Institutional; Commercial Office Buildings; Cinemas; and Destination.

EDUCATION

BS in Engineering
Walla Walla College

MSCE Structural Engineering
Washington State University

REGISTRATIONS

California PE
Illinois SE
Oregon PE, SE
Washington PE, SE

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Oregon

American Concrete Institute, Member 551 Tilt-up Committee

Tilt-up Concrete Association, Engineering/ Seismic Committees

American Institute of Steel Construction

Post-Earthquake Evaluation Inspector, State of Oregon

RELEVANT EXPERIENCE

Vancouver Innovation Center–North
Vancouver, WA

Hedges Bldg C
Tualatin, OR

PGE Portland Service Center
Portland, OR

Athletic Footwear Manufacturing
Beaverton, OR

Jordan Schnitzer Foundation Art Storage Facility
Portland, OR

Compass Oncology, Linear Accelerator
Tigard, OR

Kaiser Permanente Campus A + B + C + D
Renton, WA

Hedges Flex A + B + R
Tualatin, OR

Fanno Creek Place
Tigard, OR

Cascade Station Corporate Center
Portland, OR

Cinetopia Progress Ridge
Beaverton, OR

Old Mill Cinema
Bend, OR

Riverstone Cinema
Coeur d'Alene, ID

Oaks Park Amusement Center (various)
Portland, OR

Fairfield Inn + Suites by Marriott
Burlington, WA

GREG SCHERER, PE, SE

ASSOCIATE

Greg is a Senior Project Engineer with an acute attention to detail. He has spent the last 30 years providing clients with structural engineering designs and project management for a wide variety of buildings and developments. His experience ranges from being the Project Engineer and designer on industrial and commercial facilities to water and wastewater treatment plants.

Greg designs and analyzes structures composed of reinforced concrete and masonry, structural and light-gauge steel, and wood. In addition, his experience includes the structural evaluation and analysis of existing buildings, as well as seismic upgrade and retrofit projects. Greg was the Project Engineer on the following selected projects:

EDUCATION

BS in Engineering
Oregon State University

REGISTRATIONS

California PE
Oregon PE, SE
Washington PE

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Oregon

State of Oregon Post Earthquake Evaluation nspector

American Concrete Institute, Oregon Chapter

RELEVANT EXPERIENCE

Global Aviation Hangar Addition
Hillsboro, OR I The newest addition to Global Air Aviation is a 35,706 Sq. Ft. hangar situated "tight" between two existing buildings designed by VLMK. This owner-occupied aircraft hangar is constructed of a pre-manufactured metal building and structural steel.

Portland General Electric Transformer Warehouse
Portland, OR I A new one-story prefabricated steel building approximately 21,200 Sq.Ft. and 32 Ft. tall was provided at PGE's southeast Portland Service Center to replace a previous 1954 3-level brick veneer building. The new structure incorporates additional interior storage space on a mezzanine and an attached cantilever canopy at the main entry.

Aero Air Hangar
Hillsboro, OR I A 35,000 Sq. Ft. pre-manufactured metal buil ing with 3,000 -Sq. Ft. of office space. Completed in 2012, VLMK provided full design services for this project.

Oregon Episcopal School – New Bus Barn
Portland, OR I The Bus Barn facility consists of a metal building main structure architecturally enhanced with exterior brick veneer and entry canopies in keeping with the theme of other buildings on the OES school campus. The building provides offices along with maintenance and repair space and a storage mezzanine in addition to the covered bus wash area.

Sunlight Supply
Vancouver, WA I A Vancouver-based manufacturer and distributor of specialty gardening supplies nationwide, Sunlight Supply's new warehouse building is 285,700 Sq. Ft. and a new 51,000 Sq. Ft. office at the Port of Vancouver's Centennial Industrial Park.

NED GREENE, PE, LEED AP

ASSOCIATE PRINCIPAL, PROJECT MANAGER, MECHANICAL

Ned has 20 years of experience designing mechanical systems for a wide range of projects. He has lent his expertise on commercial office, civic, laboratory, and healthcare projects with a focus on energy efficiency, including natural ventilation strategies for passive cooling. Ned's diverse background allows him to help teams find creative engineering solutions to challenging projects.

EDUCATION
Bachelor of Science, Mechanical Engineering
University of California, Berkeley

REGISTRATIONS
Oregon PE, SE
Washington PE

RELEVANT EXPERIENCE

Vancouver Innovation Center Sustainability Master Planning
Vancouver, WA

Vancouver Innovation Center Building North*
Vancouver, WA

Lloyd Center, West Anchor Core + Shell
Portland, OR

City of Portland, Portland Building Historic Renovation
Portland, OR (LEED Platinum)

Portland International Airport Terminal Core Redevelopment
Portland, OR (Pursuing LEED Platinum)

Portland International Airport Concourse B
Portland, OR (Pursuing LEED Platinum)

Oregon Zoo, Polar Bear Habitat
Portland, OR (Pursuing LEED Silver)

*with El Dorado

JARREN PARTHEMER

ELECTRICAL

With seven years of experience, Jarren has provided electrical design services across a variety of market sectors. He has particular skill in electrical distribution, power systems modeling, lighting design, LEED coordination, mechanical coordination, utility coordination and building evaluation. His ability to work closely with architects to design systems that minimize obstruction of visual aesthetics shows his keen attention to detail and awareness of his project's surroundings.

EDUCATION

Bachelor of Science, Electrical Engineering
Washington State University, Vancouver

RELEVANT EXPERIENCE

Vancouver Innovation Center, Building North
Vancouver, WA*

Eugene Town Center Farmers Market
Eugene, OR

Lloyd Center Ice Chalet
Portland, OR

Lloyd Center Holladay Park Entrance
Portland, OR

Lloyd Center Concourse Renovation
Portland, OR

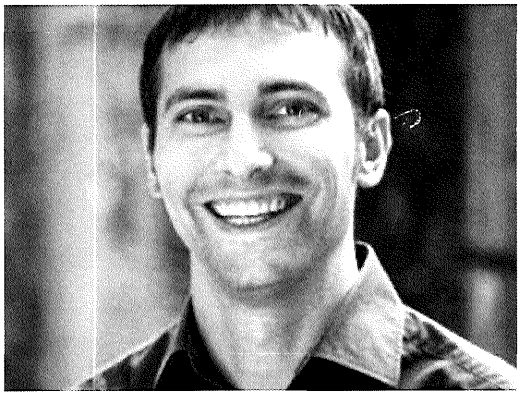
Lloyd Center West Anchor Core + Shell
Portland, OR

Bend Parks & Recreation District, Alpenglow Community Park
Bend, OR

Maxwell Farms Regional Park (90% CD)
Sonoma, CA

Mount Hood Brewery Barn
Government Camp, OR

*with El Dorado



BEN BURNETT, PE

TECHNICAL ASSOCIATE, MECHANICAL

An innovative mechanical engineer, Ben has a decade of experience working on some of the nation's most sustainable buildings. Among these is Rocky Mountain Institute, the nation's first cold-climate Net Zero building, and the Net Zero Energy and LEED Platinum CalSTRS office building in Sacramento. Ben has extensive experience as lead mechanical engineer, efficiently organizing and managing PAE's engineers, designers, and CAD team. He is also an experienced energy modeler, helping the project team understand the energy impact of each design decisions, which guides the team to achieve sustainability and efficiency goals.

EDUCATION

Master of Science, Mechanical Engineering,
Portland State University

Bachelor of Science, Physics
Oregon State University

REGISTRATIONS

Oregon PE

RELEVANT EXPERIENCE

Patricia Reser Center for the Arts
Beaverton, OR (Pursuing LEED Gold)

Oregon State University, Arts and Education Complex
Corvallis, OR

Multnomah County Gladys McCoy Health Department Headquarters I Portland, OR (LEED Gold)

Multnomah County Human Services Headquarters
Portland, OR

Lloyd Center, West Anchor Core + Shell
Portland, OR

Eugene City Hall (DD-CA)
Eugene, OR (Pursuing LEED Silver)

Burlingame Bayfront Park Visitor Center
Burlingame, CA (Pursuing LEED Platinum)

PAUL HARMSEN, PE

CIVIL ENGINEER

Paul has led MacKay Sposito's Tri-Cities engineering team for 23 years. His resume includes a wide range of public and private parks and recreation projects, urban revitalizations, master plans, conceptual analysis, and transportation and utility projects. Paul is continually seeking creative solutions to project challenges. He brings a keen eye for identifying critical path items and design challenges and communicates those items to the design team to ensure that the project remains on track.

EDUCATION

Master in Civil and Environmental Engineering,
University of Washington

Bachelor of Science, Civil Engineering
University of Washington

REGISTRATIONS

California PE
Oregon PE
Washington PE

PROFESSIONAL AFFILIATIONS

ASCE Columbia Section, Past President

RELEVANT EXPERIENCE

Intersection Improvements Study
Benton County, WA

Cottonwood Business Park Infrastructure Improvements
Benton County, WA

Red Mountain AVA Master Plan
Benton County, WA

Cottonwood Creek/Wiser Parkway
Benton County, WA

Manufacturing Mall Master Plan
Richland, WA

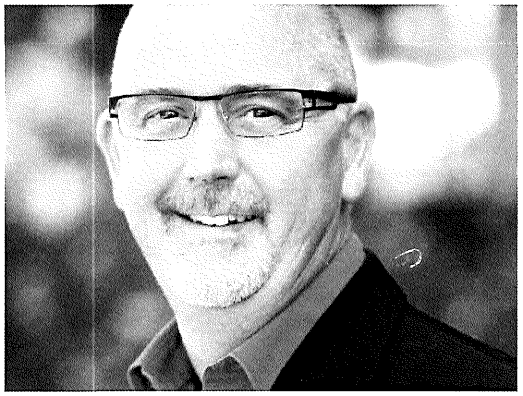
Vinter Village Master Plan
Richland, WA

Mill Creek Sportsplex Improvements
Walla Walla, WA

Yakima River Gateway Park
West Richland, WA

2017 Horn Rapids Industrial Business Park Master Plan
Richland, WA

Downtown Connectivity Improvements City of Richland
Richland, WA



BRYAN COLE, PLS

LANDSCAPE ARCHITECT

Bryan is MacKay Sposito's Director of Landscape Architecture and brings nearly three decades of experience in design, planning, and permitting for a wide range of recreation projects. Bryan has a talent for understanding the big picture and then focusing on the practical details. Whether he's designing a master plan or improvements to an existing park facility, you will benefit from his broad experience, practical approach, and unique ability to communicate across diverse technical disciplines.

EDUCATION
Bachelor of Arts and Architecture
University of Idaho

REGISTRATIONS
Idaho PLA
Oregon PLA
Washington PLA

PROFESSIONAL AFFILIATIONS
Member of American Society of Landscape Architects

Member of Council of Landscape Architecture Registration Board

WASLA Advocacy Chair 2017- 2020

RELEVANT EXPERIENCE

Mill Creek Sportsplex Improvements
Walla Walla, WA

Tri-Cities Airport Business Park
Pasco, WA

Queensgate Village Master Plan
Richland, WA

Yakima River Gateway Park
West Richland, WA

Horn Rapids Industrial Business Park Master Plan Update
Richland, WA

Kellogg Reservoir Replacement
Kennewick, WA

US 395 & Ridgeline Road Interchange
Kennewick, WA

Burbank Business Park Master Plan
Burbank, WA

Franklin County Jail Expansion
Pasco, WA

Tierra Vida Condominium Apartments
Pasco, WA

Leo Center
Pasco, WA

HIGHLANDER ACCELERATOR I EL DORADO

CLIENT REFERENCES

UNIVERSITY OF ARKANSAS SCULPTURE STUDIO | Fayetteville, AR
Todd Furgason, Senior Campus Planner
479.575.3371
700 S. Hill Ave.
Fayetteville, AR 72702

COX COMMUNICATIONS DISTRIBUTION CENTER | Topeka, KS
Henderson Development, Inc
Jaime Henderson
913.271.1188
6301 SW 9th St.
Topeka, KS 66615

COLORADO STATE FAIR | Pueblo, Colorado
Scott Stoller
719.225.9902
1001 Beulah Avenue
Pueblo, Colorado 81004

NORTH IDAHO STATE FAIRGROUNDS | Coeur d'Alene, Idaho
Alexcia Jordan
208.765.4969
4056 N. Government Way
Coeur d'Alene, Idaho

IOWA STATE FAIR | Des Moines, IA
Scott Worth
515.240.9688
3000 E. Grand Avenue
Des Moines, IA 50317

ADAMS COUNTY FAIRGROUNDS | Brighton, Colorado
Kurt Carlson
303.406.8042
9755 Henderson Road
Brighton, Colorado 80601

THE RANCH | Loveland, Colorado
Mark Tinklenberg, Senior Operations Manager
970.619.4016
5280 Arena Circle
Loveland, CO 80538

CANYON COUNTY FAIRGROUNDS | Caldwell, Idaho
Diana Sinner, Fair Director
208.614.5067
111 S. 22nd Ave. S.
Caldwell, ID 83605

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 4, 2023
Subject:	Compost Ordinance Adoption
Presenter:	R. Blain
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

In 2022, the Washington State Legislature adopted HB 1799 requiring the diversion of organic materials away from landfill disposal and towards food rescue programs and organics management facilities and also requires the County to adopt compost procurement ordinances.

The public hearing was advertised in the Prosser Record Bulletin on March 22, 2023.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

Approve the ordinance amendment adding a new chapter to BCC Title 6.

Suggested Motion

I move to approve the new composting ordinance as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY HEALTH, WELFARE, AND SANITATION: An ordinance relating to the adoption of legislation requiring diversion of organic materials away from landfill disposal and towards food rescue programs and organics management facilities and adding a new chapter to Title 6 of the Benton County Code.

WHEREAS, in 2022, the Washington State Legislature adopted HB 1799 requiring efforts to divert organic materials away from landfill disposal and towards food rescue programs and organics management facilities and also requiring the County to adopt a compost procurement ordinance; and,

WHEREAS, the Board of County Commissioners did conduct an in person and virtual open record hearing on Tuesday, April 4, 2023, at 9.00 a.m. in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser, Washington to consider , attached ordinance regarding the use of compost materials; and,

WHEREAS, the Board did review the proposed ordinance, staff recommendations, and the testimony; and,

WHEREAS, the Board of County Commissioners finds that the attached ordinance satisfies the statutory mandate of HB 1799 and is in the best interest of the public; NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners after reviewing the attached ordinance and taking public testimony hereby adopts the new compost ordinance as presented on April 4, 2023; and,

BE IT FURTHER RESOLVED, that Ordinance No._____, an ordinance relating to the use of compost materials to divert organic materials from landfills is hereby adopted and will take effect and be in full force immediately upon date of approval and signature.

Dated this 4th day of April, 2023.

_____
Chairman of the Board

_____
Chairman, Pro-Tem

_____
Commissioner
Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

Orig.: Commissioners
cc: Procurement

P. Schut

ORDINANCE NO._____

AN ORDINANCE relating to the adoption of legislation requiring diversion of organic materials away from landfill disposal and towards food rescue programs and organics management facilities and adding a new chapter to Title 6 of the Benton County Code.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Definition. For purposes of this ordinance, unless the context clearly requires otherwise, "compost" means a product created with "composted material" as defined in RCW 70A.205.015(3) as currently in effect or hereafter amended. "Compost" includes, but is not limited to, 100% finished compost or blends that include compost as a primary ingredient. Mulch is considered "compost" if it contains a minimum of sixty (60) percent composted material. Bark is not "compost".

SECTION 2. Use of Compost. (a) Prior to purchase or solicitation of bids or proposals for County projects, Benton County officials shall determine if compost can be utilized in the project. In the event compost can be utilized, compost shall be purchased for use unless other provisions herein provide otherwise.

(b) When purchasing compost, Benton County shall give priority to purchasing compost from companies producing compost locally, are certified by a nationally recognized organization, such as the United State Composting Council, and produce compost products that are derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

(c) Benton County shall plan for the use of compost in the following categories that are applicable to a department's operations and project types:

(1) Landscaping projects;

(2) Construction and postconstruction soil amendments;

(3) Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and

(4) Low-impact development of green infrastructure to filter pollutants to keep water onsite or both.

(d) Notwithstanding subsections (a) through (c) above, Benton County is not required to use compost if: (1) compost is not available within a reasonable period of time; (2) compost is available but does not comply with existing purchasing standards; (3) compost is available but does not comply with federal or state

health, quality, and safety standards; or (4) compost purchase prices are not reasonable or competitive.

SECTION 3. Education and Outreach. Benton County Solid Waste Department shall conduct educational outreach to inform residents about the value of compost and how the County uses compost in its operations each year.

SECTION 4. Reporting and Planning. By December 31, 2024, and each December 31st of even-numbered years thereafter, Benton County Solid Waste Department shall review the plan required by Ord.____ §2(c) above and report the following information to the Department of Ecology:

(a) The total tons of organic material diverted each year;

(b) The volume and cost of composted material purchased each year; and

(c) The source(s) of the compost product purchased.

SECTION 5. Severability. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 6. Effective Date. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Approved as to Form:

_____
Deputy Prosecuting Attorney

Attest:_____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 4th, 2023
Subject:	BC Water Company, LLC Franchise Agreement - Renewal
Presenter:	Cristina Woods, Public Works
Prepared By:	Jackie Mayfield, Administrative Assistant
Reviewed By:	Cristina Woods

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

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

Summary / Background Information

Benton County received an application for a Franchise Order and Agreement for a water line system and facilities from BC Water Company, LLC.

In accordance with RCW 36.55.040 and RCW 36.55.050, a public hearing must be held to allow public comment to the proposed franchise agreement prior to the final determination of the Board of County Commissioners. Subsequent to the public hearing, the Board may, upon its finding that the franchise agreement is in the best interest of the County, enter into said agreement by resolution. The public hearing was advertised in the newspaper of record on March 22nd and March 29th, 2023, in accordance with RCW 36.55.040, and a public hearing will be held on April 4th, 2023, in accordance with RCW 36.55.050.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with BC Water Company, LLC by resolution.

Suggested Motion

Move to approve the Franchise Order and Agreement with BC Water Company, LLC.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO BC WATER COMPANY, LLC TO PLACE A WATER LINE SYSTEM AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held April 4th, 2023, to consider the request of BC Water Company, LLC who has applied for a nonexclusive franchise to place water line 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 April 4th, 2033 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, BC Water Company, 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 BC Water Company, LLC 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 4th day of April 2023

_____
Chairman

_____
Chairman Pro Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works JMayfield

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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

Grantor: Benton County
Grantee: BC Water Company LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF BC WATER COMPANY, LLC FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE A WATER LINE SYSTEM 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 BC WATER COMPANY, 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 A WATER LINE SYSTEM 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

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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 BC WATER COMPANY, 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 A WATER LINE SYSTEM 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.

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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.

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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.

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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 10 years from the date of the signatures from the Benton County Board of County Commissioners.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Clayne Wiser
22307 S Cottonwood Drive
Kennewick WA 99338

Phone: 509-521-2282

E-mail: claynewiser@gmail.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.

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

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

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

FOR GRANTEE:

Signature

Clayne Wiser member

Printed Name and Title

Date 2-13-23

APPROVED AS TO FORM:

DocuSigned by:
Reid Hay
7D2675FA0905430...

Benton County Deputy Prosecuting Attorney

Date 2/6/2023

FOR BENTON COUNTY, WASHINGTON.

Chairman

Chairman Pro-Tem

Commissioner

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

ATTEST:

Clerk of the Board

Date

DocuSign Envelope ID: F0CA1928-A12C-4492-8B42-37298F60F7C6

EXHIBIT A

All County rights of way in and abutting the following sections:

Sections 10, 11, 14, 15 and 16 Township 8 North, Range 28 East, W.M., lying Southerly of I-82 and Northerly of the South line of the BNSF railroad right of way.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF
BC Water Co LLC FOR A
(Please print name of company exactly as it will appear in franchise)
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE REPAIR, AND IF NECESSARY REPLACE A
Water line WITHIN THE COUNTY OF
(Please print exact wording as it will appear in franchise)
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.

(County use:)

No. _____
APPLICATION FOR FRANCHISE PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

BC Water Co LLC, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of _____ (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 6th day of February, 2023.

Respectfully submitted by:

Clayne Wiser
Name of Authorized Agent PLEASE PRINT

Signature of Authorized Agent

22307 S Cottonwood Dr.
Address of Applicant

Kennewick WA 99338
City State Zip

Claynewiser@gmail.com
E-mail address

509-521-2282
Phone Number of Applicant

509-627-7165
FAX Number of Applicant

_____
2nd Name of Authorized Agent PLEASE PRINT (if required)

_____
2nd Signature of Authorized Agent (if required)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4 April 2023
Subject:	Rural County Capital Fund – Status & Future
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

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

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

Summary

After a short presentation, staff will seek direction from the Board regarding moving forward with scheduling a public hearing for review and adoption of a revision to the "Rural County Sales and Use Tax" ordinance .

Background

Part One

Staff will provide a short briefing on current status of Rural County Capital Fund ("RCCF") projects and funding.

Part Two

Staff will provide an update on the current situation in Olympia, and how the Legislature is progressing on extending the "Point 09" rural counties sales and use tax rebate program further into the future. Also discussed will be the upcoming Benton County RCCF summit to be held later this spring or early summer.

Part Three

The County's "Rural County Sales and Use Tax" ordinance is scheduled to sunset on June 30 of this year. This is the instrument that allows the County to accept the .09% sales and use tax rebate. It has been determined that the County is eligible to receive Point 09 funds until 2032, and staff recommends updating the ordinance to extend the ordinance's sunset until July 31, 2032. As such, at this meeting staff will request direction from the Board to proceed to a public hearing on this matter, probably scheduling said hearing for April 25.

Fiscal Impact

Millions of dollars over the next nine years.

Recommendation

Staff recommends going to public hearing with revision of the "Rural County Sales and Use Tax" ordinance.

# # #

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	04/04/2023
Subject:	Bid Call – Official County Newspaper
Presenter:	Matt Rasmussen, Deputy County Administrator
Prepared By:	Cami McKenzie
Reviewed By:	Matt Rasmussen

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

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

Summary / Background Information

This is the bid opening for the official county newspaper. Pursuant to RCW 36.72.075, annually the County is required to go out to bid to contract for a legal newspaper for the coming year. The Clerk of the Board is required to advertise at least five weeks in advance and the bid opening must be held on the first meeting in April.

The Notice of Bid Call for the Official Newspaper was advertised in the current legal newspaper, the Prosser Record Bulletin, on Wednesday, February 15, 2023.

In addition to advertising, the Commissioners' Office provided notice (via email) to both known newspapers in Benton County – the Tri-City Herald and the Prosser Record Bulletin, as well as posted the notice on the county's website and bulletin boards.

It should be noted the Tri-City Herald provided a copy of their bid by email dated March 16, 2023, to Cami McKenzie and asked if it should also be placed in the mail. Ms. McKenzie responded with a copy of the Notice of Bid Call as advertised, requesting they read the instructions as it was a "sealed bid" and required to be delivered per the Notice. Additionally, she did not read the attachment that was sent.

Fiscal Impact

N/A

Recommendation

Commissioners should open and review any bids received and request staff to review and bring back a recommendation and contract at a later date.

Suggested Motion

N/A

Jerome Delvin, *District 1*
Michael Alvarez, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

NOTICE OF BID CALL
FOR OFFICIAL COUNTY NEWSPAPER

The Board of Benton County Commissioners is seeking bids for services as the official county newspaper of Benton County for the year beginning July 1, 2023 through June 30, 2024.

Bids will be received by the Board until 4:00 pm on Wednesday, March 29, 2023, and not thereafter, and will be opened during the Board meeting of Tuesday, April 4, 2023 at 9:00 am.

Bids must be submitted in a sealed envelope, bear a return address, clearly state **"Official County Newspaper Bid**," and be addressed with the following options for delivery:

Clerk of the Board
Benton County Commissioners
PO Box 190
Prosser, WA 99350

Clerk of the Board
Benton County Commissioners
620 Market Street
Prosser, WA 99350

Legal notices advertised in the official county newspaper shall be set single column in six point solid type. Bids must be submitted on a column-inch basis and must state the rate per column-inch for printing first insertions and for all subsequent insertions.

Bidders must also submit the following information:

1. Must meet the qualifications of RCW 65.16.020.

2. Copy of order of Benton County Superior Court approving newspaper as legal newspaper. (RCW 65.16.040)

3. Copy of national advertising rate extended by the newspaper to all-general advertisers and advertising agencies in its published rate card. (RCW 65.16.091)

4. Copies of current circulation figures for Benton County including the following:

    a. Subscriptions in Kennewick, Richland, West Richland and Finley area;

    b. Subscriptions in Benton City, Prosser and unincorporated areas other than Finley; and

    c. Other circulation in areas (a) and (b) above, including coin operated boxes.

The successful bidder for the correct and faithful performance of the contract shall post a performance bond of $500.

The Board reserves the right to reject any or all bids, to waive informalities in the bidding, and to award the service based on a fair appraisal of the competitive values offered in accordance with RCW 36.72.075.

DATED at Prosser, Washington this 10th day of February 2023.

Jerrod MacPherson
County Administrator
Benton County Commissioners' Office