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, July 18, 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: July 11, 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. Purchase of One Computer From Dell for the Prosecuting Attorney's Office
- b. Lease Agreement w/Ricoh USA for the Prosecuting Attorney's Office
- c. Lease Agreement w/Ricoh USA for the Office of Public Defense

Planning
- d. Appointment of Brady Quinton to the Benton County Planning Commission for District 3
- e. Contract w/WA State Conservation Commission for the Voluntary Stewardship Program

Prosecuting Attorney
- f. Contract w/Columbia Basin Veterans Center for the Columbia Basin Veterans Forum Program

Public Works
- g. Interlocal Agreement w/City of Prosser for Certification Acceptance Services for Prosser's Alexander Court Project
- h. Approval of Construction Plans for Desert Pines Subdivision
- i. Coding Correction Between Equipment Rental and Revolving Fund and Solid Waste Fund

Purchasing
- j. Contract w/Bruce Mechanical, LLC for the Canine Control HVAC Project
- k. Contract w/Banlin Construction, LLC for the Justice Center Interior Office Remodel Project

Sheriff
- l. Contract with Chad Peterschick Law Enforcement Perspectives

Scheduled Business

Request for Vacation Leave Accrual and Use for Employee in the Prosecuting Attorney's Office ~ E Eisinger

Switzler Reservoir Update ~ A Fyall

Ratifying Contract w/WA State Dept of Commerce for Community Development Block Grant ~ K Sullivan

- Amendment A
- Amendment B

Other Business

Executive Session

Review Qualifications of An Applicant for Public Employment ~ Chief Guerrero

Adjournment

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, July 11, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Pro Tem Jerome Delvin
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Absent: Chairman Will McKay (Vacation – Excused)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Tim Brown, IT; Greg Wendt, Community Development Director; Adam Fyall, Sustainable Development Manager; Public Works Manager Matt Mahoney; Clerk Josie Delvin; Treasurer Ken Spencer; Lt. Michael Clark; Lt. Jason Erickson; Judge Joe Burrowes; Sheriff Tom Croskrey; Katie Gillies, Sheriff's Office; Finance Manager Linda Ivey; PA Eric Eisinger; Amanda Watts, District Court Administrator.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of June 27, 2023 were approved.

Review Agenda

The following items were added to the agenda:

- Executive Session – Review Qualifications of Applicant
- Application for State & Local Cybersecurity Grant Program

Public Comment

Jim Adkins requested the weekly itinerary of the Commissioners so he could attend some of their meetings; requested names be printed on resolutions and documents so they could see who was signing; requested they expand information on the agenda and not just have the basics; wanted to know who he could talk to at the County to ensure employees were not retaliated against; and

wanted to know if changing the Prosser Sheriff's Office hours benefitted the public and not just the employee.

Tina Gregory, Kennewick via/WebEx, expressed her concerns about government and that she appreciated the City of Richland stepping up to make changes regarding human trafficking in massage parlors.

Consent Agenda

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

Capital
a. Coding Correction Between Capital Projects Fund 3050 & General Fund 0010, Dept. 110 for Vehicle Fuel

Commissioners
b. Contract E24-009 w/Washington State Military Department for E911 Services

Corrections
c. Contract w/Dynamic Laundry Systems, Inc. for the Queen Washer Replacement Project @ the Jail

Juvenile
d. Amendment No. 3 w/Aramark Correctional Service, LLC for Food Services

Office of Public Defense
e. Amended Juvenile Court Public Defense Services Agreement w/Brandon Landon
f. Amended Juvenile Court Public Defense Services Agreement w/Hayden Sebald
g. Amended Juvenile Court Public Defense Services Agreement w/Jared Hanson
h. Early Termination of Superior Court Public Defense Services Agreement w/Christine Bennett
i. Early Termination of Superior Court Public Defense Services Agreement w/Dale Braunger
j. Early Termination of District Court Public Defense Services Agreement w/Megan Kilgore
k. Early Termination of District Court Public Defense Services Agreement w/Michelle Alexander

Planning
l. Final Plat of Highland Vineyards Phase 1 – SUB 2023-002

Purchasing
m. Purchase of a Cubicle System From Haworth for the Clerk's Office
n. Accepting Work Performed by Banlin Construction LLC for the KGH Board-Up Project
o. Contract w/Nelson Enterprises, Inc. for Fleet Maintenance Facility Repair Project
p. Agreement w/Apollo Sheet Metal, Inc. for HVAC Services

Sustainable Development
q. ARPA Disbursement Agreements w/the Cities of Benton City & Prosser

Interagency Agreement with Department of Ecology

Adam Fyall presented the agreement with the Department of Ecology. He said Benton County and the Department of Ecology first entered into an interagency agreement in June 1993 related to

uses associated with a 1,000-acre parcel within the Hanford Site, upon which the State has a 99-year lease. The State in turn subleases 100 acres of this site to US Ecology for disposal of certain low-level commercial nuclear wastes. US Ecology pays rent to the State for this use, and through the agreement Benton County has received a share of that annual rent. The new thee-year agreement will increase the rental amount to $286,923.00, in six semiannual payments of $47,820.00.

MOTION: Commissioner Alvarez moved to approve the new Interagency Agreement with the Department of Ecology related to the State's leased parcel on the Hanford site. Commissioner Delvin seconded and upon vote, the motion carried.

Permanent Change of Hours for the Transaction of Business at the Sheriff's Prosser Office

Sheriff Croskrey, along with Lt. Michael Clark, and Lt. Jason Erickson presented the Resolution for a permanent change of hours for the Sheriff's Prosser Office. The Sheriff's Office has done some restructuring of the clerical division and identified an employee to manage the Prosser Office. The Public Records Clerk was selected to fill the Prosser vacancy and will be working four days a week, 10-hours per day, which is more conducive to reviewing public records requests. Sheriff Croskrey said they had monitored the traffic of public that came to the office, and it was a maximum of six people per week and so did not feel it would be an impact to the public. However, if it became a problem on Fridays, they would reconsider those hours.

The Prosser office will be open four days a week from 8:30 am to 4:30 pm with a 30-minute closure between 12:00 pm and 1:00 pm.

MOTION: Commissioner Alvarez moved to approve the Resolution permanently changing the hours for the transaction of business for the Benton County Sheriff's Prosser office as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Payment Authorization to FNS Collision, Inc. for Vehicle Collision Repair

Sheriff Croskrey, along with Lt. Clark and Lt. Erickson, presented a Resolution authorizing payment to FNS Collision.

On November 12, 2022, Sheriff's Office patrol vehicle 20-11 was involved in a collision where the other driver was at fault. On May 16, 2023, Benton County Sheriff's Office received notification from Progressive Insurance advising they would only release payment to Benton County after a signed release form was returned to them. Progressive Insurance admitted 100% liability for the collision, but the coverage is a maximum of $10,000 and the cost of repairs is $15,580.26.

Sheriff Croskrey said he understood the process they followed was not within the policy. He said they had unexpected bills at the end of 2022 and were trying to keep costs down and were given an estimate under $10,000. However, the final bill was over $15,000.

This will be paid from the Sheriff's Office Investigative Fund and $10,000 would be reimbursed to that fund.

Commissioner Alvarez said he was not happy the Sheriff's Office did not follow the policies in place. If it had been done correctly and been presented to the Risk Manager to handle the insurance claims, the motor pool had the ability to negotiate the repairs and had contracts with three different body shops to potentially get a better price. He respectfully requested they do it correctly in the future.

MOTION: Commissioner Alvarez moved to approve the Chairman to sign the Release form for Progressive Insurance and approve the payment to FNS Collision, Inc. for the vehicle repair of 20-11. Commissioner Delvin seconded and upon vote, the motion carried.

Superior Court Reorganization

Judge Joe Burrowes, along with Linda Ivey presented a reorganization for the guardianship program. Judge Burrowes said they were having a hard time filling the position, and proposed combining two positions into one, adding benefits to attract more qualified candidates:

- Office Support Part-Time position will end
- Case Manager 1 becomes full time, Bi-County Non-Bargaining Grade 1 (Existing job classification and description)
- Print/Bindery will be decreased by $12,200 from baseline budget – permanently
- This reorganization is budget neutral

MOTION: Commissioner Alvarez moved to approve the Transfer of Funds within the General Fund, Fund 0010, Superior Court's Department 123 as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Judge Burrowes indicated they would be presenting the reorganization to Franklin County next.

Update from Tri-Cities CARES Group Regarding the Horse Heaven Wind Farm Project

Paul Krupin and Dave Sharp discussed the legal process to date as follows:

- Adjudication process (with compressed schedule), prehearing conferences, testimony, depositions, motions, etc. They were focusing on the long-term effects of the turbines, i.e. health, property values, fire-fighting restrictions, etc.
- Finish adjudication process – recommendations
- EFSEC will incorporate the recommendations into the final EIS (no comments will be allowed) and into their recommendations – this will be done approximately December or January
- They were requesting the County increase funding and allowed activities of Benton County's attorney (potentially to help with expert witness fees), which would be helpful and help them stay in the fight.

The Board discussed having an executive session with the attorney to discuss this pending litigation.

Placement of a Proposition for the Renewal of a Sales and Use Tax for Funding Public Safety Needs on the November General Election Ballot

Matt Rasmussen presented the Public Safety Sales Ballot Proposition for Board approval to be placed on the November 7, 2023 General Election Ballot and summarized as follows:

In 2014, the voters of Benton County passed a sales and use tax of 0.3% to benefit public safety efforts in the County and came with a 10-year automatic sunset which occurs on December 31, 2024. The revenue is shared between the County and the cities. Collectively, these governments have used the funds to invest in police officers, prosecutors, public defenders, a superior court judge, support staff, technology, equipment, community-based gang and crime prevention programs and the therapeutic court system. If the tax is not renewed, funding for the programs that have been historically supported by that revenue will cease and those programs will be in serious jeopardy of being terminated.

The Benton County Law and Justice Council has reviewed the historic uses of the revenue generated by the current tax and believes that continuing it is necessary to preserve public safety in our communities. The Council unanimously voted to recommend that the Board of County Commissioners place the renewal of the tax on the ballot in the November 2023 general election. The Council further recommended that the tax not contain a sunset clause this time.

Additionally, the Law and Justice Council was putting names together for pro-statement and con-statement committees to go out in the pamphlet. All the requirements to be on the November ballot were due before August 1, 2023.

MOTION: Commissioner Alvarez moved to approve the Resolution to place a proposition for the renewal of a sales and use tax for funding public safety needs in Benton County on the ballot of the November 2023 general election. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

Application for State & Local Cybersecurity Grant Program

IT Manager Robert Heard said they had several projects they were working on, as well as the Auditor's Election Department, that would potentially qualify for this grant program. The applications were due on Tuesday, July 18 and he anticipated having the application ready to go before that date.

The Board agreed with moving forward.

Response to Public Comments

Commissioner Alvarez said he heard Mr. Adkins comments and would consider providing his schedule or at least the Committee Assignments. Additionally, the County has a Whistleblower policy, and they took that very seriously.

Commissioner Delvin said the County did not have business licenses to control (comment regarding human trafficking), but they were doing what they could by working with agencies to stop it.

Executive Session – Review Qualifications of a Candidate for Public Employment (two separate executive sessions)

The Board went into executive session at 10:04 a.m. for 15 minutes to review the qualifications of candidates for public employment (two separate candidates). Present were Sheriff Croskrey, Katie Gillies, Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie. Sheriff Croskrey and Ms. Gillies left the executive session at 10:11 a.m.

The Board came out at 10:19 a.m. No decisions were made in executive session.

MOTION: Commissioner Alvarez moved to approve the Salary Request Form as presented for Rachel Miller. Commissioner Delvin seconded and upon vote, the motion carried.

MOTION: Commissioner Alvarez moved to approve the resolution authorizing the relocation expenses for Talitha Hazelton as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Payroll

Check Date: 07/05/2023

Payroll Checks
Total all funds: $2,999,986.83
Warrant #: 244147-244165
Direct Deposit #: 181229-181865

Payroll Deductions/Transfers
Total all funds: $2,638,448.40
EFT #: 505-511
ACH #: 967, 970-979

Payroll Deduction Warrants
Total all funds: $115,807.37
Warrant #: 247248-247258

Accounts Payable

Check Date: 06/30/2023

Warrants #: 247154-247247
Total all funds: $478,634.50

EFT's #: 481-502
Transfers #: 929-932, 934-940, 943-948, 953-958
Total all funds: $275,588.41

EFT's: 503-504
Total all funds: $20,030.80

Check Date: 07/07/2023

Warrants #: 247304-247488
Total all funds: $1,101,669.67

EFT's #: 512
Transfers #: 982, 984-985
Total all funds: $113,238.55

P-Cards #: 983
Total all funds: $303,469.21

Resolutions

2023-484: Coding Correction Between Capital Projects Fund 3050 & General Fund 0010, Dept. 110 for Vehicle Fuel
2023-485: Contract E24-009 w/Washington State Military Department for E911 Services
2023-486: Contract w/Dynamic Laundry Systems, Inc. for the Queen Washer Replacement Project @ the Jail
2023-487: Amendment No. 3 w/Aramark Correctional Service, LLC for Food Services
2023-488: Amended Juvenile Court Public Defense Services Agreement w/Brandon Landon
2023-489: Amended Juvenile Court Public Defense Services Agreement w/Hayden Sebald
2023-490: Amended Juvenile Court Public Defense Services Agreement w/Jared Hanson
2023-491: Early Termination of Superior Court Public Defense Services Agreement w/Christine Bennett
2023-492: Early Termination of Superior Court Public Defense Services Agreement w/Dale Braunger
2023-493: Early Termination of District Court Public Defense Services Agreement w/Megan Killgore
2023-494: Early Termination of District Court Public Defense Services Agreement w/Michelle Alexander
2023-495: Final Plat of Highland Vineyards Phase 1 – SUB 2023-002

2023-496: Purchase of a Cubicle System From Haworth for the Clerk's Office
2023-497: Accepting Work Performed by Banlin Construction LLC for the KGH Board-Up Project
2023-498: Contract w/Nelson Enterprises, Inc. for Fleet Maintenance Facility Repair Project
2023-499: Agreement w/Apollo Sheet Metal, Inc. for HVAC Services
2023-500: ARPA and Rural County Capital Fund – Exchange of Funds for Capital Projects and Economic Development Purposes
2023-501: Interagency Agreement with the Washington Department of Ecology for the Receipt of Lease Revenues and the Promotion of Nuclear Related Industries in Benton County
2023-502: Permanently Changing the Hours for the Transaction of Business for the Benton County Sheriff's Prosser Office
2023-503: Authorizing Payment to FNS Collision Inc for Vehicle Collision Repair
2023-504: Transfer of Funds within General Fund Number 0010 Department Number 123
2023-505: Placement on the Ballot of a Proposition for the Renewal of Sales and Use Tax for Funding Public Safety Needs in Benton County
2023-506: Authorizing the Public Defense Manager to Reimburse Talitha Hazelton up to $5,000 for Relocation Expenses

There being no further business before the Board, the meeting adjourned at approximately 10:21 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023
Subject:	Approving the Purchase of One Precision 3660 or Comparable Model Computer for the Prosecuting Attorney's Office from Dell Inc.
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Procurement Department, Robert Heard

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

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

Summary / Background Information

Per Resolution 2023-439 the Prosecuting Attorney's Office purchased two Precision 3660 towers for their office. The Prosecuting Attorney's Office has requested to purchase an additional tower that they budgeted for. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Precision towers will be purchased from Dell Inc., an authorized Washington State vendor under Dell NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000000010849, NASPO MNWNC-108/05815-003.

Fiscal Impact

Amount: **$2,200 excluding WSST.**

Fund: **Approved Prosecuting Attorney 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Precision 3660 or comparable model computer not to exceed $2,200 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (1320).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE PRECISION 3660 OR COMPARABLE MODEL COMPUTER FOR THE PROSECUTING ATTORNEY'S OFFICE FROM DELL INC.

WHEREAS, per Resolution 2023-439 two Precision 3660 computers were ordered for the Prosecuting Attorney's Office; and

WHEREAS, the Prosecuting Attorney's Office has made a request to purchase an additional Precision 3660 tower for their office; and

WHEREAS, Information Technology recommends purchasing one Precision 3660 or comparable model computer from Dell Inc.; and

WHEREAS, per Resolution 2013-431, the Board approved Master Contract Usage Agreement between the State of Washington and Benton County authorizing the purchase of goods and services through the Department of Enterprise Services (DES), an agency of the State; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000000010849, NASPO MNWNC-108 /05815-003; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the purchase of one Precision 3660 or comparable model computer for the Prosecuting Attorney's Office from Dell Inc. in an amount not to exceed $2,200 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, newly purchased Precision Tower will be enrolled into Central Services Replacement Fund (1320).

Dated this 18 day of July , 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, Prosecuting Attorney

Prepared by: A. Garcia

A quote for your consideration

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

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

Quote No.	**3000155983511.1**	Sales Rep	Charles Anglin
Total	**$2,198.48**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Jun. 20, 2023	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES PO BOX 608 PROSSER, WA 99350-0608
Expires by	Jul. 20, 2023		
Contract Name	Dell NASPO Computer Equipment PA - Washington		
Contract Code	C000000010849		
Customer Agreement #	MNWNC-108 / 05815-003		
Deal ID	24388801		

Message from your Sales Rep

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

Regards,
Charles Anglin

Shipping Group

Shipping To

ALEX GARCIA
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 222-3742

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Precision 3660 Tower	**$2,022.51**	**1**	**$2,022.51**

Subtotal:	**$2,022.51**
Shipping:	**$0.00**
Estimated Tax:	**$175.97**
Total:	**$2,198.48**

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

Shipping Group Details

Shipping To

ALEX GARCIA
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 222-3742

Shipping Method

Standard Delivery

		Quantity	Subtotal
Precision 3660 Tower Estimated delivery if purchased today: Aug. 03, 2023 Contract # C000000010849 Customer Agreement # MNWNC-108 / 05815-003	**$2,022.51**	**1**	**$2,022.51**

Description	SKU	Unit Price	Quantity	Subtotal
13th Generation Intel Core i7-13700 (30MB Cache, 16 Core (8+8), 2.1GHz to 5.2GHz (65W)) TDP	338-CKHZ	-	1	-
VR Heatsink	412-ABBQ	-	1	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Precision 3660 Tower with 500W (80 Plus Platinum) PSU, RPL and ADL Compatible	321-BJJK	-	1	-
32GB, 2x16GB, DDR5 up to 4400MHz UDIMM non-ECC memory	370-AGYF	-	1	-
Nvidia RTX A2000 12GB, 12GB, 4 mDP (Precision 3660)	490-BHXF	-	1	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	1	-
No SATA RAID	780-BBCJ	-	1	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BNGP	-	1	-
Thermal Pad 3660	412-AAZW	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	1	-
Bezel ODD	429-ABMR	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
Intel ME vPRO	631-ADHW	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
Standard CPU Air Cooler	412-ABBU	-	1	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	1	-

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

Quick Setup Guide, Precision 3660	340-CYVU	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-CZQO	-	1	-
500W Platinum PSU Label	389-EDFT	-	1	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	1	-
Internal Speaker for Precision 3660	520-AAVW	-	1	-
No External ODD	429-ABGY	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Premier Color 6.1	640-BBSN	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Intel Rapid Storage Technology Driver, Precision 3660T	409-BCWP	-	1	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3660 Tower CTO BASE	210-BCUR	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-2859	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-2868	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-2877	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6820	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Subtotal:	**$2,022.51**
Shipping:	**$0.00**
Estimated Tax:	**$175.97**
Total:	**$2,198.48**

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

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either $20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023
Subject:	60-month Lease Agreement for Three IM C4500 Copiers from Ricoh USA, Inc. for the Benton County Prosecuting Attorney's Office
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement, LeeAnn Holt

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

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

Summary / Background Information

The Benton County Prosecuting Attorney's Office has requested to lease three copiers for their Felony, Civil, and Juvenile Divisions. Information Technology has negotiated a lease agreement with Ricoh USA, Inc. for three Ricoh IM C4500 copiers. Ricoh is Information Technology's preferred copier vendor. Ricoh USA, Inc. is an authorized vendor under Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #140602.

Fiscal Impact

Amount: **$912.63 for 60 months excluding WSST.**

Fund: **Prosecuting Attorney approved 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve a 60-month lease agreement for three Ricoh IM C4500 copiers from Ricoh USA, Inc. for the Benton County Prosecuting Attorney's Office.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR THREE IM C4500 COLOR COPIERS FROM RICOH USA, INC. FOR THE BENTON COUNTY PROSECUTING ATTORNEY'S OFFICE

WHEREAS, the Benton County Prosecuting Attorney's Office has requested to replace three copiers for office use; and

WHEREAS, the Information Technology Department has reviewed the Prosecuting Attorney's Office needs and negotiated a copier lease with Ricoh USA, Inc. for three Ricoh IM C4500 copiers; and

WHEREAS, Ricoh, USA, Inc. is an authorized vendor under Washington State Master Agreement #06619, NASPO ValuePoint Copiers & Managed Printer Services Contract #14602; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-233, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services ("DES"); and

WHEREAS, the Prosecuting Attorney's Civil Division has reviewed the agreement and has approved to form; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington is hereby authorized to sign the attached Lease Agreement between Benton County and Ricoh USA, Inc. utilizing Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #14602; and

BE IT FURTHER RESOLVED, said lease shall commence upon copier delivery for 60 months at an amount not to exceed $912.63 per month, plus $0.0066 per black/white page and $0.0509 per color page excluding WSST for three Ricoh IM C4500 copiers for the Benton County Prosecuting Attorney's Office to be paid out of Prosecuting Attorney's approved 2023-2024 budget; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the Statement of Work Amendment attached to the lease agreement.

Dated this 18 day of July , 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, Prosecuting Attorney

Prepared by: R Heard

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LEASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution No. _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Ricoh USA, Inc.
Vendor Code: w19074
Vendor Contact: Carrie Peniche
Vendor Contact Phone: 509-222-4606
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #06619; NASPO Copier & Managed Print Services Contract# 140602.

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement

Ship To:	Bill To:
Benton County Office of Public Defense 2nd Floor Benton County Justice Center 7122 W. Okanogan Pl Kennewick, WA 99336	Benton County Information Technology 7122 W Okanogan Pl, Suite E Kennewick, WA 99336

Estimated Delivery Date: TBD

Line/Model	Description	Term	Unit Price	Total Lease Amt
1	Ricoh IM C4500 - **Prosecuting Attorney's Office**	60 Months	237.57	14,254.20
	Paper Feed LCIT PB3290			-
	One-Bin Tray BN3130			-
	Internal Finisher SR3250			-
	Punch Unit PU3070 NA			
	OCR Unit Type M13			-
	ESP XG-PCS-15D			-
2	Ricoh IM C4500 - **Prosecuting Attorney's Office**	60 Months	237.56	13,590.60
	Paper Feed LCIT PB3290			
	One-Bin Tray BN3130			
	Internal Finisher SR3250			
	Punch Unit PU3070 NA			
	OCR Unit Type M13			
	ESP XG-PCS-15D			
3	Ricoh IM C4500 - **Prosecuting Attorney's Office**	60 Months	226.51	13,590.60
	Paper Feed LCIT PB3290			
	One-Bin Tray BN3130			
	Internal Finisher SR3250			
	OCR Unit Type M13			
	ESP XG-PCS-15D			
4	3 - PS-TIMERETAINER3-SLNX RICOH PS STREAMLINE NX	60 Months	46.08	316.80
5	3 - RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE	60 Months	0.84	191.40
6	3 - 421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW ONLY	60 Months	0.84	15.60
7	3 - 421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT	60 Months	46.08	1,560.00
8	3 - 421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC	60 Months	83.76	858.00
9	3 - 421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT	60 Months	8.37	15.60
10	3 - 421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT	60 Months	9.42	156.00
11	3 - POINTS 5 YEARS INC5YR 421106-PS1 RICOH SLNX V3 PRINT 1	60 Months	15.60	858.00
		monthly subttl	912.63	-
			HANDLING =	-
			SUB TOTAL =	45,406.80
			SALES TAX =	3,950.39
			TOTAL ORDER =	49,357.19

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $912.63 excluding WSST plus B&W charges and Color charges per page, monthly at the rates provided herein payable by the County thirty (30) days upon receipt. Per page charge by model:

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3- IM C4500 - B&W $0.0066 and Color $0.0509 per page

(Lease Agreement - Ricoh USA Page 2)

This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. #06619 NASPO Valuepoint Copiers & Managed Print Services Contract# 140602
2. This Lease Agreement

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept Contract: Robert Heard
Benton County Information Technology
Title: Information Technology Manager
Address:
7122 W Okanogan Pl, Kennewick, WA 99350
Phone: 509.786.5603
Fax: 509.786.5601

Approved as to Form (Civil Deputy Prosecutor): DocuSigned by: Leelynn Holt D9A9308B67BB475...

By signing in the space provided, the parties herby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing his Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies constitute the original agreement(s) for all purposes.

Vendor Name (Print): Carrie Kelly Title: Account Manager 2 Date: 7/11/2023

Vendor Signature: DocuSigned by: Carrie Kelly D652DD4DF0EA40B...

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Chairman Pro-Tem
Benton County
Board of Commissioners: _____ Date: _____

Commissioner
Benton County
Board of Commissioners: _____ Date: _____

DocuSign Envelope ID: F49FECAC-3DF9-4C9E-86A4-3A7854F31524

STATEMENT OF WORK AMENDMENT

FOR POST INSTALLATION PROFESSIONAL SERVICES PROVIDED IN DIRECT RELATIONSHIP TO THE ORIGINAL STATEMENT OF WORK AND EXECUTION OF THE SDA

RICOH imagine. change.

Form Version 1.1

CUSTOMER INFORMATION

CUSTOMER COMPANY NAME		DATE
Benton County		7/06/2023
STREET ADDRESS	**TELPHONE NUMBER**	**FAX NUMBER**
5606 W. Canal Dr., Suite 106	509-786-5603	
CITY, STATE, ZIP CODE		
Kennewick, WA 99336		

BILLING INFORMATION

NAME OF ADDRESSEE FOR BILLING CORRESPONDENCE	CUSTOMER ACCOUNT NUMBER (BILL TO)	CUSTOMER ACCOUNT NUMBER (SHIP TO)
Benton County Information Technology		
BILLING ADDRESS, CITY, STATE, ZIP CODE	**FEDERAL IDENTIFICATION NUMBER**	**PO NUMBER**
620 Market Street, Prosser, WA 99350		
NAME AND TITLE OF AUTHORIZED CUSTOMER CONTACT	**TELPHONE NUMBER**	**EMAIL ADDRESS**
Robert Heard, Manager IT Department	509-786-5603	Robert.Heard@co.benton.wa.us

SERVICES REQUESTED (TO BE COMPLETED BY RICOH)

RICOH SHALL PROVIDE THE FOLLOWING SERVICES AND DELIVERABLES AS STATED BELOW

Install Streamline software and card readers on three new devices.
CPQ-101331

FOR INTERNAL RICOH USE ONLY (REQUIRED)

ORIGINAL SOW / DESIGN RECORD ID#	ORIGINAL SOW EXECUTION DATE	NAME OF RICOH DESIGN LEAD
FSOW 27125518		Steve Margolis
ORIGINAL CASE NAME	**SDA EXECUTION DATE (OPTIONAL)**	**NAME OF SALES REP**
		Carrie Kelly

SERVICES FEES (TO BE COMPLETED BY RICOH)

Description of Services	EDP CODE	Hours	Unit Price	Extended Price
Professional Services- installation	PS-TIMERETAINER3-SLNX	3		
The total fees for this Project are included in the lease agreement.				No Cost

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into on this SOW on behalf of their respective entities.

CUSTOMER ACCEPTANCE

	Will McKay Chairman, Board of Benton County Commissioners	July 18, 2023
Authorized Signature	Name and Title	Date

RICOH ACCEPTANCE

DocuSigned by: Carrie Kelly D652DD4DF0EA40B...	Carrie Kelly, Account Manager 2	7/11/2023
Authorized Ricoh Signature	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

RICOH
imagine. change.

Carrie Kelly
Account Manager 2
carrie.kelly@ricoh-usa.com
Ricoh USA
509.222.4606

Friday, July 7, 2023

PO#_____

Benton County
Attn: Robert Heard
Manager Information Technology Department

Dear Robert:

Thank you for this opportunity to quote you on the following Ricoh equipment. Subject to NASPO Contract 140602 and State of WA 06619.

		60 mo. FMV
2	**Ricoh IM C4500** Paper Feed LCIT PB3290 One-Bin Tray BN3130 Internal Finisher SR3250 Punch Unit PU3070 NA OCR Unit Type M13 ESP XG-PCS-15D *CPC: B&W 0.0066, Color 0.0509*	$ 475.13
1	**Ricoh IM C4500** Paper Feed LCIT PB3290 One-Bin Tray BN3130 Internal Finisher SR3250 OCR Unit Type M13 ESP XG-PCS-15D *CPC: B&W 0.0066, Color 0.0509*	$ 226.51
3	421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONLY INC0YR	$ 46.08
3	421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW ONLY INC0YR	$ 0.84
3	421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 10 POINTS 5 YEARS INC5YR	$ 0.84
3	421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR	$ 46.08
3	421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR	$ 83.76
3	421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR	$ 8.37
3	RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR	$ 9.42
3	PS-TIMERETAINER3-SLNX RICOH PS STREAMLINE NX 3 MONTH DEPLOYMENT RETAINER	$ 15.60
	Lease Total:	**$ 912.63**

Pricing includes delivery, set-up, training and network installation.
Maintenance contract to include all parts, labor, service and all supplies excluding paper and is billed monthly with no minimum committment:

This quote is valid until: Tuesday, July 18, 2023

Best Regards,
Carrie Kelly

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023
Subject:	60-month Lease Agreement for One IM C4500 Copier from Ricoh USA, Inc. for the Benton County Office of Public Defense
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement, LeeAnn Holt

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

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

Summary / Background Information

The Benton County Office of Public Defense Manager has a copier that is up for replacement. Information Technology has negotiated a lease agreement with Ricoh USA, Inc. for one Ricoh IM C4500 copier. Ricoh is Information Technology's preferred copier vendor. Ricoh USA, Inc. is an authorized vendor under Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #140602.

Fiscal Impact

Amount: **$296.84 for 60 months excluding WSST.**

Fund: **Office of Public Defense approved 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve a 60-month lease agreement for one Ricoh IM C4500 copier from Ricoh USA, Inc. for the Benton County Office of Public Defense.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR ONE IM C4500 COLOR COPIER FROM RICOH USA, INC. FOR THE BENTON COUNTY OFFICE OF PUBLIC DEFENSE

WHEREAS, the Benton County Office of Public Defense has requested a replacement copier for office use; and

WHEREAS, the Information Technology Department has reviewed Office of Public Defense needs and negotiated a copier lease with Ricoh USA, Inc. for one Ricoh IM C4500 copier; and

WHEREAS, Ricoh, USA, Inc. is an authorized vendor under Washington State Master Agreement #06619, NASPO ValuePoint Copiers & Managed Printer Services Contract #14602; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-233, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services ("DES"); and

WHEREAS, the Prosecuting Attorney's Civil Division has reviewed the agreement and has approved to form; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington is hereby authorized to sign the attached Lease Agreement between Benton County and Ricoh USA, Inc. utilizing Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #14602; and

BE IT FURTHER RESOLVED, said lease shall commence upon copier delivery for 60 months at an amount not to exceed $292.70 per month, plus $0.0066 per black/white page and $0.0509 per color page excluding WSST for one Ricoh IM C4500 copier for the Benton County Office of Public Defense to be paid out of the Office of Public Defense's approved 2023-2024 budget; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the Statement of Work Amendment attached to the lease agreement.

Dated this 18 day of July , 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, OPD

Prepared by: R Heard

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LEASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution No. _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Ricoh USA, Inc.
Vendor Code: w19074
Vendor Contact: Carrie Peniche
Vendor Contact Phone: 509-222-4606
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #06619; NASPO Copier & Managed Print Services Contract# 140602.

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement

Ship To:	Bill To:
Benton County Office of Public Defense 2nd Floor Benton County Justice Center 7122 W. Okanogan Pl Kennewick, WA 99336	Benton County Information Technology 7122 W Okanogan Pl, Suite E Kennewick, WA 99336

Estimated Delivery Date: TBD

Line/Model	Description	Term	Unit Price	Total Lease Amt
1	Ricoh IM C4500 - **Office of Public Defense**	60 Months	226.51	13,590.60
	Paper Feed LCIT PB3290			-
	One-Bin Tray BN3130			-
	Internal Finisher SR3250			-
	OCR Unit Type M13			-
	ESP XG-PCS-15D			-
	421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONL INC0YR	60 Months	15.36	921.60
	421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW ONLY INC0YR	60 Months	0.28	16.80
	421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 10 POINTS 5 YEARS INC5YR	60 Months	0.28	16.80
	421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR	60 Months	15.36	921.60
	421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR	60 Months	27.92	1,675.20
	421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR	60 Months	2.79	167.40
	RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR	60 Months	3.14	188.40
	PS-TIMERETAINER3-SLNX RICOH PS STREAMLINE NX 3 MONTH DEPLOYMENT RETAINER	60 Months	5.20	312.00
		monthly subttl	296.84	-

HANDLING =	-
SUB TOTAL =	17,810.40
SALES TAX =	1,549.50
TOTAL ORDER =	19,359.90

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $296.84 excluding WSST plus B&W charges and Color charges per page, monthly at the rates provided herein payable by the County thirty (30) days upon receipt. Per page charge by model: IM C4500 - B&W $0.0066 and Color $0.0509 per page

(Lease Agreement - Ricoh USA Page 2)

This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. #06619 NASPO Valuepoint Copiers & Managed Print Services Contract# 140602
2. This Lease Agreement

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept Contract: Robert Heard
Benton County Information Technology
Title: Information Technology Manager
Address:
7122 W Okanogan Pl, Kennewick, WA 99350
Phone: 509.786.5603
Fax: 509.786.5601

Approved as to Form (Civil Deputy Prosecutor): DocuSigned by: Leeann Holt D9A9308B07BB475...

By signing in the space provided, the parties herby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing his Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies constitute the original agreement(s) for all purposes.

Vendor Name (Print): Carrie Kelly Title: Account Manager 2 Date: 7/11/2023

Vendor Signature: DocuSigned by: Carrie Kelly D652DD4DF0EA40B...

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Chairman Pro-Tem
Benton County
Board of Commissioners: _____ Date: _____

Commissioner
Benton County
Board of Commissioners: _____ Date: _____

DocuSign Envelope ID: F49FECAC-3DF9-4C9E-86A4-3A7854F31524

STATEMENT OF WORK AMENDMENT

FOR POST INSTALLATION PROFESSIONAL SERVICES PROVIDED IN DIRECT RELATIONSHIP TO THE ORIGINAL STATEMENT OF WORK AND EXECUTION OF THE SDA

RICOH imagine. change.

Form Version 1.1

CUSTOMER INFORMATION

CUSTOMER COMPANY NAME		DATE
Benton County		7/06/2023
STREET ADDRESS	**TELPHONE NUMBER**	**FAX NUMBER**
5606 W. Canal Dr., Suite 106	509-786-5603	
CITY, STATE, ZIP CODE		
Kennewick, WA 99336		

BILLING INFORMATION

NAME OF ADDRESSEE FOR BILLING CORRESPONDENCE	CUSTOMER ACCOUNT NUMBER (BILL TO)	CUSTOMER ACCOUNT NUMBER (SHIP TO)
Benton County Information Technology		
BILLING ADDRESS, CITY, STATE, ZIP CODE	**FEDERAL IDENTIFICATION NUMBER**	**PO NUMBER**
620 Market Street, Prosser, WA 99350		
NAME AND TITLE OF AUTHORIZED CUSTOMER CONTACT	**TELPHONE NUMBER**	**EMAIL ADDRESS**
Robert Heard, Manager IT Department	509-786-5603	Robert.Heard@co.benton.wa.us

SERVICES REQUESTED (TO BE COMPLETED BY RICOH)

RICOH SHALL PROVIDE THE FOLLOWING SERVICES AND DELIVERABLES AS STATED BELOW

Install Streamline software and card readers on one new device.
CPQ-101331

FOR INTERNAL RICOH USE ONLY (REQUIRED)

ORIGINAL SOW / DESIGN RECORD ID#	ORIGINAL SOW EXECUTION DATE	NAME OF RICOH DESIGN LEAD
FSOW 27125518		Steve Margolis
ORIGINAL CASE NAME	**SDA EXECUTION DATE (OPTIONAL)**	**NAME OF SALES REP**
		Carrie Kelly

SERVICES FEES (TO BE COMPLETED BY RICOH)

Description of Services	EDP CODE	Hours	Unit Price	Extended Price
Professional Services- installation	PS-TIMERETAINER3-SLNX	1		
The total fees for this Project are included in the lease agreement.				No Cost

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into on this SOW on behalf of their respective entities.

CUSTOMER ACCEPTANCE

	Will McKay Chairman, Board of Benton County Commissioners	July 18, 2023
Authorized Signature	Name and Title	Date

RICOH ACCEPTANCE

DocuSigned by: Carrie Kelly D652DD4DF0EA40B...	Carrie Kelly Account Manager 2	7/11/2023
Authorized Ricoh Signature	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

RICOH
imagine. change.

Carrie Kelly
Account Manager 2
carrie.kelly@ricoh-usa.com
Ricoh USA
509.222.4606

Friday, July 7, 2023 PO#_____

Benton County
Attn: Robert Heard
Manager Information Technology Department

Dear Robert:

Thank you for this opportunity to quote you on the following Ricoh equipment. Subject to NASPO Contract 140602 and State of WA 06619.

		60 mo. FMV
1	**Ricoh IM C4500** Paper Feed LCIT PB3290 One-Bin Tray BN3130 Internal Finisher SR3250 OCR Unit Type M13 ESP XG-PCS-15D *CPC: B&W 0.0066, Color 0.0509*	$ 226.51
1	421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONLY INC0YR	$ 15.36
1	421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW ONLY INC0YR	$ 0.28
1	421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 10 POINTS 5 YEARS INC5YR	$ 0.28
1	421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR	$ 15.36
1	421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR	$ 27.92
1	421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR	$ 2.79
1	RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR	$ 3.14
1	PS-TIMERETAINER3-SLNX RICOH PS STREAMLINE NX 3 MONTH DEPLOYMENT RETAINER	$ 5.20
	Lease Total:	**$ 296.84**

Pricing includes delivery, set-up, training and network installation.
Maintenance contract to include all parts, labor, service and all supplies excluding paper and is billed monthly with no minimum committment:

This quote is valid until: Tuesday, July 18, 2023

Best Regards,
Carrie Kelly

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023 **Memo Date:** July 7, 2023
Subject:	Appointment of Brady Quinton to the Planning Commission
Presenter:	
Prepared By:	Donna Hutchinson
Reviewed By:	Michelle Cooke

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

Lorna Zaback's term on the Planning Commission is up July 1, 2023 leaving a vacancy on the Planning Commission which can be filled from Commissioner District 3. Brady Quinton is from District 3 and has indicated his desire to serve the County by appointment to the Planning Commission. He would be appointed to fill the vacancy with the term expiring on July 1, 2027.

Fiscal Impact

None

Recommendation

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: APPOINTMENT OF BRADY QUINTON TO THE VACANCY FROM COMMISSIONER DISTRICT 3 ON THE BENTON COUNTY PLANNING COMMISSION

WHEREAS, Benton County Ordinance No. 86 (as amended by Ordinance No. 181), adopted pursuant to RCW 36.70, provides for a seven-member County Planning Commission; and,

WHEREAS, RCW 36.70.080 provides for appointment of Planning Commission members by the Chairman of the Board of County Commissioners, upon approval of a majority of the Board, from nominations by individual board members, said appointment to result in equal representation among the Commissioner Districts; and,

WHEREAS, there is a vacancy within the third Commissioner's District, on the Benton County Planning Commission, and,

WHEREAS, Brady Quinton from Commissioner District 3 has agreed to accept an appointment to the Planning Commission to fill the vacancy; **NOW, THEREFORE,**

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners appoints Brady Quinton to the Benton County Planning Commission, with his term expiring July 1, 2027.

Dated this 18th day of July 2023.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Attest _____
Clerk of the Board

Constituting the Board of
County Commissioners of
Benton County Washington

MLC/djh

BCC/PLN

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023 **Memo Date:** July 5, 2023
Subject:	Voluntary Stewardship Program (VSP) contract between Benton County and The State Conservation Commission for 2023-2025
Presenter:	
Prepared By:	Donna Hutchinson
Reviewed By:	Greg Wendt
PA Review, Approval to Form:	Yes **X 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

In 2011, the Washington State Legislature passed legislation known as the Voluntary Stewardship Program (VSP) - RCW 36.70A.700 - 760. The intent of the Voluntary Stewardship Program is to promote plans to protect and enhance critical areas within areas where agricultural activities are conducted, while maintaining and improving the long-term viability of agriculture in Washington State and reducing the conversion of farmland to other uses.

On January 10, 2012, Benton County adopted Resolution 2012-038, formally authorizing the County's participation in the Voluntary Stewardship Program. In each biennium, the State has provided adequate funding for the Program and Benton County was provided with grants from the Washington State Conservation Commission, which allowed Benton County to initiate the development of a VSP Work Plan which was completed in 2018.

To continue implementation, the attached 2023-2025 Biennium VSP Contract between Benton County and the Washington State Conservation Commission is being proposed. This Contract will allow for the continued implementation of the Work Plan. This Contract is the same for all the Counties participating in VSP.

The Washington State Conversation Commission is the funding and oversight agency for the Voluntary Stewardship Program. Attached to this memo for the Board's review is the 2023-2025 Biennium VSP Contract between Benton County and the Washington State Conservation Commission.

Please note this Contract is being forwarded to the Board without PA Approval to Form. The PA requested changes to the standardized State Contract which were not supported by the State. Benton County will sign the contract and then the contract will be forwarded to the State Conservation Commission for their signature. Once they have signed the contract a copy with all signatures will be sent back to the County.

Fiscal Impact

This is a non-match grant, so the County does not have to provide matching funds. A budget amendment will be presented to the Board of Commissioners in July/August of 2023 for the VSP implementation process. This $240,000.00 grant is being funded through the Washington State Conservation Commission and is awarded on a reimbursable basis.

Recommendation

It is the recommendation of Planning Staff that the Board of County Commissioners enter into contract with the Washington State Conservation Commission to receive the County's allotted grant funds to continue the implementation.

Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: Voluntary Stewardship Program (VSP), Grant Contract between the Washington State Conservation Commission and Benton County to secure grant funding necessary for Work Plan implementation as required for the Voluntary Stewardship Program.

WHEREAS, the Washington State Legislature passed the Voluntary Stewardship Program in 2011 (RCW 36.70A.700), and in each biennium has provided funding; and,

WHEREAS, the Washington State Conservation Commission has authority and responsibility for the administration of the Voluntary Stewardship Program at the State level; and,

WHEREAS, on January 10, 2012, Benton County adopted Resolution 2012-038 which formally authorized the County's participation in VSP. In each biennium, the State has provided adequate funding for the Program, which allowed Benton County to initiate the development and completion of a VSP Work Plan. The work plan was completed in 2018; and,

WHEREAS, the Washington State Conservation Commission has allocated grant funding for the 2023-2025 Biennium for Benton County in the amount of $240,000 to assist the County in Work Plan implementation as required for the Voluntary Stewardship Program; NOW THEREFORE,

BE IT RESOLVED, that upon entering into a contract with the Washington State Conservation Commission, Benton County will receive the allocated State grant funding necessary for Work Plan implementation as required for the Voluntary Stewardship Program; and,

BE IT FURTHER RESOLVED that the Board approves the 2023-2025 Biennium Contract No. K2407 with the Washington State Conservation Commission and authorizes the Chairman of the Board to sign said contract; and,

BE IT FURTHER RESOLVED, the Contract shall be fully executed upon signature of both parties and expiring on June 30, 2025.

Dated this _____ day of _____ 2023.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW/djh

Copy: PA, State Conservation Commission, PLN

2023-25 Biennium Contract No. K2407

BETWEEN

The Washington State Conservation Commission

AND

Benton County

FOR

Voluntary Stewardship Program Implementation

THIS AGREEMENT is made and entered into by and between the Washington State Conservation Commission, hereinafter referred to as "COMMISSION" and Benton County, hereinafter referred to as "COUNTY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding to the COUNTY for the implementation of the work plan as required for the Voluntary Stewardship Program (VSP), consistent with RCW 36.70A.700-760 and related statutes.

THEREFORE, IT IS MUTUALLY AGREED THAT the COMMISSION will provide funding consistent with the terms of this contract, the policies of the COMMISSION, and the laws of the State of Washington; and the COUNTY will implement the terms of this contract with the funding provided consistent with the policies of the COMMISSION and the laws of the State of Washington.

1.0 PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this agreement shall be from July 1, 2023, through June 30, 2025, unless either extended by agreement of the parties or terminated sooner, as provided herein.

2.0 SCOPE OF WORK

It is the intent of the parties that the COUNTY will perform its duties consistent with the timelines set forth in RCW 36.70A.720-735, subject to available funding, and subject to state contracting requirements. The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and

otherwise do all things necessary for or incidental to the performance of the work set forth herein.

The COUNTY shall report in writing within 30 days any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

The COUNTY shall complete the work listed in APPENDIX B – SCOPE OF WORK, herein.

3.0 FUNDING AVAILABILITY AND COSTS

The parties expect legislative appropriation for this work shall not exceed $240,000. Payment for satisfactory performance of the work accomplished under this agreement shall not exceed this amount. The COMMISSION'S ability to make payments is contingent on availability of funding. In the event funding from the state is withdrawn, reduced, limited or otherwise determined by the COMMISSION to be inadequate in any way after the effective date and prior to completion or expiration date of this agreement, the COMMISSION, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The COMMISSION may also elect to suspend performance of the agreement until the COMMISSION determines the funding insufficiency is resolved. Should the COMMISSION determine funding needs to be reduced, the COMMISSION will provide 30-days' notice of an intent to reduce the amount of funding available under this agreement.

3.1 Eligible Costs

The COMMISSION will pay the following costs, but only upon full COUNTY compliance with APPENDIX C – BILLING PROCEDURE:

- Salaries and benefits, 25% indirect of salaries and benefits is allowed on COUNTY personnel or any district subcontractor personnel designated by the COUNTY to qualify for indirect costs.
- Travel, including mileage and per diem for program staff, consistent with state law and the Commission's VSP General Billing FAQ. Travel and expenses paid directly to work group member participants is not allowed.
- Meeting rooms and light refreshments for working meetings. If light refreshments will be provided for meetings a *Meeting Expense Authorization* form needs to be approved prior to the purchase of the refreshments and approved by an authorized signatory. Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees and an agenda are also required to be eligible for reimbursement.
- Facilitation, reports, studies, research and document preparation, which may be accomplished through either staff efforts or qualified contractors. Contractor services

shall conform to ordinary billing rates and overhead multipliers for the type and location of the services within the COUNTY.

- Copy and printing costs.
- Equipment. The COUNTY agrees and understands that pre-approval by the COMMISSION is required for equipment purchases over $2,000. All equipment should be directly related to the activities of the watershed group and the implementation of the VSP. Equipment may include, but is not limited to, computers, data base software, and GIS software.

3.2 Cost-Share Programs

The COUNTY may choose to offer a cost-share program to achieve the goals and objectives of the county work plan and RCW Chapter 36.70A. If the COUNTY so chooses to offer a cost-share program to VSP participants using funds provided under this contract, the COUNTY hereby agrees that COMMISSION cost-share policies and procedures as outlined in the Grant and Contract Procedure Manual will be abided by, regardless of who is administering the cost-share program (the COUNTY or some other entity on behalf of the COUNTY). Further, the COUNTY must be in compliance with APPENDIX C – BILLING PROCEDURE and must also:

- Consult with COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program,
- Provide written documentation that the county work group has approved the cost share program and approved the COUNTY cost share reimbursement rate
- Receive training regarding COMMISSION cost-share policies and procedures, from COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program, unless COUNTY staff or the entity or entities administering such a cost-share program have already received such training from the COMMISSION, and
- VSP cost-share projects that are funded using any amount of COMMISSION VSP funds shall be documented in the Conservation Practice Database System (CPDS) under RCW 36.70A.720 (2) (b) (i) and (c) (i).
- Any cost-share project using any amount of COMMISSION VSP funds shall only use the cost-share contract provided in CPDS.

3.3 District Implemented Projects

The COUNTY may choose to offer a District Implemented Projects (DIP) program to achieve the goals and objectives of the county work plan. If the COUNTY so chooses to offer a DIP program using funds provided under this contract, the COUNTY hereby agrees that COMMISSION DIP policies and procedures as outlined in the Grant and Contract Procedure Manual will be abided by, regardless of who is administering the DIP program (the COUNTY or some other entity on behalf of the COUNTY). Further, the COUNTY must be in compliance with APPENDIX C – BILLING PROCEDURE and must also:

- Consult with COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a DIP program,

- Provide written documentation that the county work group has approved the DIP program,
- Receive training regarding COMMISSION DIP policies and procedures, from COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a DIP program, unless COUNTY staff or the entity or entities administering a DIP program have already received such training from the COMMISSION,
- VSP DIP projects that are funded using any amount of COMMISSION VSP funds shall be documented in the Conservation Practice Database System (CPDS) under RCW 36.70A.720 (2) (b) (i) and (c) (i), and
- Execute a Landowner Agreement with any DIP participating landowner.

3.4 Disallowed Costs

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the COUNTY expends more than the amount of the COMMISSION funding in this agreement in anticipation of receiving additional funds from the COMMISSION, it does so at its own risk. The COMMISSION is not legally obligated to reimburse the COUNTY for costs incurred in excess of this agreement.

3.5 Insufficient Funds

The obligation of the COMMISSION to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COMMISSION is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract and for the Executive Director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735 (d).

3.6 Method of Compensation

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs incurred by the COUNTY will be considered to have been paid by the COUNTY under this contract at the time the COUNTY seeks reimbursement from the COMMISSION. No payments in advance of or in anticipation of goods or services to be provided under this agreement shall be made by the COMMISSION. The COUNTY must fully comply with APPENDIX C- BILLING PROCEDURE to be eligible for reimbursement.

4.0 ASSIGNMENT

The COUNTY may not assign this contract. The COUNTY may, however, delegate the work to be completed under this agreement to an Agent. Any such Agent shall comply with the requirements of this agreement. Within any such delegation the COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. COUNTY retains the right to subcontract any portion or portions of the work as it deems necessary to complete the work. If COUNTY chooses to delegate tasks to a lead entity for VSP, a copy of the subcontract must be sent to the Commission's VSP Contract Manager identified in APPENDIX C – BILLING PROCEDURE as soon as the subcontract has been signed by both parties.

5.0 CONTRACT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Those individuals will be set out in APPENDIX D – RESPONSIBLE INDIVIDUALS herein incorporated by reference. If for any reason the individuals identified in Appendix D change, the parties agree to immediately identify and notify each other of another in writing of the new responsible individual for this agreement.

6.0 TERMINATION

The COUNTY may terminate this agreement upon 30-days' prior written notification to the COMMISSION. If this agreement is terminated by the COUNTY, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the COMMISSION, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If the COUNTY terminates this agreement prior to the work plan's approval, or prior to when the work plan's goals and benchmarks are met, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COMMISSION may terminate this agreement upon 30-days' prior written notification to the COUNTY for cause, or for any reason or combination of reasons listed below, each of which constitute a breach of this contract in accordance with Section 7.0 BREACH:

6.1 Failure to complete the requirements of Section 2.0 SCOPE OF WORK and/or APPENDIX B - SCOPE OF WORK in a reasonable time frame, or for the reasons listed in 3.0 FUNDING AVAILABILITY above.

6.2 The failure to provide timely quarterly status reports are grounds for the termination of this agreement, at the sole determination of the COMMISSION.

6.3 The failure to abide by the conditions set out in Section 3.2 above, related to the administration of a cost-share program are grounds for the termination of this agreement, at the sole determination of the COMMISSION.

6.4 The failure of the COUNTY to fully comply with the provisions in APPENDIX C – BILLING PROCEDURE shall be grounds for termination of this agreement.

6.5 The failure of the COUNTY to submit monthly invoices for reimbursement to the COMMISSION's VSP Contract Manager, in accordance with APPENDIX C – BILLING PROCEDURE, shall be grounds for termination of this agreement.

6.6 The failure of the COUNTY to identify and keep current the responsible individual as identified in APPENDIX D – RESPONSIBLE INDIVIDUALS, shall be grounds for termination of this agreement.

The COUNTY or the COMMISSION may terminate this agreement upon 60-days' prior written notification for convenience, without any showing of cause.

7.0 BREACH

The COUNTY shall not be relieved of any liability to the COMMISSION for damages sustained by the COMMISSION and/or the State of Washington because of any breach of contract by the COUNTY. The COMMISSION may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COMMISSION from the COUNTY is determined. In the event the COUNTY fails to commence work on the project funded herein within the timelines established under RCW Chapter 36.70A., the COUNTY shall be subject to the requirements of RCW 36.70A.735.

8.0 ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement and the attached APPENDICES (APPENDIX A-D) contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

9.0 EFFECTIVE DATE

The effective date of this agreement shall be July 1, 2023. This date shall be the "receipt of funds" date for purposes of RCW 36.70A.703 (9) and RCW 36.70A.725 (5) and (6).

10.0 ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations.
- Mutually agreed written amendments to this Contract.
- Appendix B – Scope of Work
- This Contract.
- Appendix A – General Terms and Conditions
- Appendix C – Billing Procedure
- Appendix D – Responsible Individuals
- Any other provision, term or material incorporated by reference or otherwise incorporated.

11.0 APPROVAL

This contract shall be subject to the written approval of representatives of both parties and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

The signatories to this contract represent that they have the authority to execute this contract.

12.0 ELECTRONIC SIGNATURE

Parties agree that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. A signed copy of this Contract or any other Addenda transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other Addenda for all purposes.

The use and acceptance of e-signatures and electronic submissions or records must be consistent with Commission Policy 22-01 and guidance and requirements put in place by Washington State's Office of the Chief Information Officer (OCIO). The approved technology to be used for electronic signatures is Adobe Sign.

Electronically signed documents are subject to Records Retention and Maintenance requirements outlined in Section XII. RECORDS MAINTENANCE of this contract.

WASHINGTON STATE CONSERVATION COMMISSION	_____ County
Signature	Signature
Kirk Robinson	
Interim Executive Director Date	Name and Title Date

APPROVED AS TO FORM BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE ON APRIL 27, 2023

2023-25 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX A – GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the contract agreement to which these terms and conditions are affixed.

"Agent" shall mean any entity to which the COUNTY has assigned responsibilities as allowed in the agreement.

"Best management practice (BMP)" is a technique designed to protect the air, water, soil, animals, plants, and humans. BMPs must meet NRCS standards, or alternative practice designs approved by a licensed professional engineer. NRCS Practice Standards and Specifications are contained in the USDA NRCS Field Office Technical Guide (FOTG). SCC also maintains a list of approved practices eligible for cost share for special programs.

"COMMISSION" shall mean the Washington State Conservation Commission, any division, section, office, including the Office of Farmland Preservation, unit or other entity of the COMMISSION, or any of the officers or other officials lawfully representing the COMMISSION.

"Cost-share" is funding used to reimburse landowners for a percentage of the costs associated with the implementation of Best Management Practice(s) BMP(s). Examples of costs include, but are not limited to labor, materials, and permits.

"COUNTY" shall mean the County receiving the funds as identified in the agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the COUNTY.

"Current fiscal year" shall mean July 1, 2023, through June 30, 2025.

"Five-year report" shall mean written report, provided not later than five years after the receipt of funding for a participating watershed and every five years thereafter, to the Executive Director of the COMMISSION and to the COUNTY on whether the COUNTY has met the COUNTY work plan's protection and enhancement goals and benchmarks, as described in RCW 36.70A.720 (2) (b) (i) and (c) (i).

"Implement" and "implementation" shall mean to execute any requirements of RCW 36.70A.700-760 and associated statutes.

"Project Officer" shall mean the specific employee of the COMMISSION that is assigned as the primary contact for purposes of the fulfillment of this agreement.

"Two-year report" shall mean the written report of the status of plans and accomplishments that shall be provided to the COUNTY and to the COMMISSION within sixty days after the end of each biennium, as described in RCW 36.70A.720 (1) (j).

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

"Watershed group" means an entity designated by a county under the provisions of RCW 36.70A.715.

"Work group participants" means those volunteer members of the county VSP work group designated by the COUNTY who are working to implement the work plan and fulfill ancillary VSP statutory requirements.

"Work plan" means a watershed work plan developed under the provisions of RCW 36.70A.720.

II. DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner:

By the Commission's Project Officer or other designated official who shall provide a written statement of decision to the COUNTY. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date the COMMISSION receives such statement, the COUNTY mails or otherwise furnishes to the Executive Director of the COMMISSION a written appeal.

An appeal of the Project Officer's decision shall be addressed by the COMMISSION's Executive Director. The COUNTY shall have the opportunity to meet with the Executive Director to be heard either in person or by phone and to provide documents in support of their appeal. The decision of the COMMISSION's Executive Director for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05.

Pending final decision of dispute hereunder, the COUNTY shall proceed diligently with the performance of this contract and in accordance with the decision rendered.

III. GOVERNANCE

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. The COUNTY and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this agreement shall be in the Superior Court for Thurston County. Except as otherwise provided in this agreement, in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

IV. CONTRACTING FOR SERVICES

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process in compliance with State law, policies, and orders, and the Commission Grant and Contract Procedure Manual. The COUNTY shall retain copies of all bids received and contracts awarded, for inspection and use by the COMMISSION. Retention of copies shall be consistent with time periods established herein.

V. INDEMNIFICATION

The COMMISSION shall in no way be held responsible for payment of salaries, consultant fees, and other costs related to the project described herein, except as provided in the scope of work through the reimbursement procedures described in this agreement.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims arising out of or resulting from the performance of the contract. The COUNTY'S obligation to indemnify, defend, and hold harmless includes any claim by the COUNTY'S agents, employees, representatives, or any subcontractor or a subcontractor's employees.

The COUNTY expressly agrees to indemnify, defend, and hold harmless the State of Washington and the COMMISSION for any claim arising out of or incident to the COUNTY's or any subcontractor's performance or failure to perform the contract. The COUNTY's obligation to indemnify, defend, and hold harmless the State of Washington and the COMMISSION shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officials.

The COUNTY waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

The COMMISSION shall be responsible for any liability arising from its own actions. However, any liability by the COMMISSION shall not mitigate the COUNTY's duty to indemnify the COMMISSION for all claims arising out of its performance of the contract.

VI. RECOVERY OF PAYMENTS

In the event the COUNTY fails, through the failure to exercise reasonable diligence unrelated to the State's failure to fully fund the stewardship process, to perform obligations required of it by this contract, the COUNTY may be required to repay to the COMMISSION any funds that were spent by the county without exercising reasonable diligence or a portion of funds disbursed to the COUNTY for those parts of the project that are rendered worthless by such failure to exercise reasonable diligence.

In the event that the COUNTY fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the COMMISSION reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such rights of recapture shall exist for a period of two years following contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event that the COMMISSION elects to institute legal proceedings to enforce the recapture provision, the prevailing party in any litigation for "recapture" shall be entitled to reasonable attorney fees.

VII. INELIGIBILITY

The COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or state agency.

VIII. INDEPENDENT RELATIONSHIP

The COUNTY or COUNTY's Agent(s) performing under this contract are not employees or agents of the COMMISSION. The COUNTY shall not hold themselves out as nor claim to be an officer or employee of the COMMISSION or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the COUNTY.

IX. KICKBACKS

The COUNTY and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

X. INTELLECTUAL PROPERTY

Copyrights and Patents. Should the COUNTY or COUNTY's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this agreement, the COUNTY may copyright or patent the same but shall grant the COMMISSION a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the

federal government may have a proprietary interest in patent rights to any inventions developed by the COUNTY as provided in 35 U.S.C. §§ 200–212.

Publications. When the COUNTY, COUNTY's Agent(s), or persons employed by the COUNTY use or publish information of the COMMISSION; present papers, lectures, or seminars involving information supplied by the COMMISSION; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COMMISSION.

XI. PROPERTY MANAGEMENT

The COMMISSION'S Property and Records Management Policy, contained in the Commission's Grants and Contracts Manual, hereby incorporated by reference, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COMMISSION in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the scope of work.

XII. RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other information which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be kept in accordance with the provisions contained on the Secretary of State archives, for records retention, hereby incorporated by reference, and any updates thereto. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

XIII. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

XIV. WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

XV. ACCESSIBILITY REQUIREMENTS

COUNTY will remain current with Federal and Washington State accessibility standards and comply with *OCIO Policy 188 – Accessibility* located at https://ocio.wa.gov/policy/accessibility.

XVI. CONFLICT OF INTEREST

No officer, official, agent, or employee of either party to this contract who exercises any function or responsibility in the review, approval, or carrying out of this contract, shall participate in any decision which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested; nor shall they have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

2023-25 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX B – SCOPE OF WORK

The scope of the work to be performed by the COUNTY, or its contractors, under this agreement is the following:

1) Organize, convene, and maintain a watershed group. This includes providing necessary staff support and facilitation for the watershed group. Assist the watershed group in the implementation of the approved VSP work plan, including

   A. Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.

   B. Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, the COUNTY, local stakeholders, and participating state and federal agencies and personnel.

   C. The COUNTY will organize members of a VSP watershed group with representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture. Organization of a vetted core watershed group comprised of a broad representation of key watershed stakeholders and, at a minimum, representatives of agricultural and environmental groups and tribes that agree to participate. The COUNTY will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.

   D. The COUNTY will develop and/or maintain watershed group meeting bylaws, rules, and/or policies.

   E. The COUNTY will provide facilitation for watershed group meetings or other actions of the watershed group.

2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation includes:

   A. Identifying critical areas and agricultural activities within those critical areas.

   B. Identifying a public outreach plan to contact landowners.

C. Identifying and designating entity(ies) to provide landowner assistance (voluntary stewardship plans).

D. Identifying measurable programmatic and implementation goals and benchmarks.

E. Reviewing and incorporating applicable water quality, watershed management, farmland protection, and required species recovery data and plans.

F. Seeking input from tribes, agencies and stakeholders.

G. Developing goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan.

H. Ensuring outreach and technical assistance is provided to producers and operators in the various watersheds of the county.

I. Creating measurable benchmarks that, within ten years after receipt of funding, are designed to result in (i) the protection of critical areas functions and values and (ii) the enhancement of critical areas functions and values through voluntary, incentive-based measures.

J. Incorporating into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection of critical areas.

K. Establishing baseline monitoring for (i) participation and implementation of voluntary stewardship plans and projects, (ii) stewardship activities, and (iii) the effects on critical areas and agriculture relevant to protection and enhancement benchmarks.

L. Developing timelines for periodic evaluations, adaptive management, and provide written reports of plan status and/or accomplishments to the COMMISSION.

M. Coordinating monitoring programs with other state agency activities.

N. Meeting any other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

1) Organize, convene and maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.

2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.

   A. Two-year status reports. No later than August 30, 2023, provide the written biennial report to the COMMISSION. The biennial report must provide the status of plans and accomplishments of the work plan to COMMISSION. The biennial report should include a summary of how plan implementation is affecting each of the following:

      1) The protection and enhancement of critical areas within the area where agricultural activities are conducted;

      2) The maintenance and improvement of the long-term viability of agriculture;

      3) Reducing the conversion of farmland to other uses;

      4) The maximization of the use of voluntary incentive programs to encourage good riparian and ecosystem stewardship as an alternative to historic approaches used to protect critical areas;

      5) The leveraging of existing resources by relying upon existing work and plans in counties and local watersheds, as well as existing state and federal programs to the maximum extent practicable to achieve program goals;

      6) Ongoing efforts to encourage and foster a spirit of cooperation and partnership among county, tribal, environmental, and agricultural interests to better assure the program success;

      7) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and

      8) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas and does not require the cessation of agricultural activities.

   B. Five-year review and evaluation report. If a Five-year VSP report is due during this contract period, then no later than the current deadline for submittal of the report to the COMMISSION, and in conjunction with the county watershed group, facilitate, develop, assist and submit the five-year report to the director of the COMMISSION. *See* RCW 36.70A.720 (2) (b) (i) and (c) (i). When submitting the five-year review and evaluation report to the COMMISSION, as per RCW 36.70A.720 and RCW 36.70A.730, the COUNTY agrees to use the COMMISSION'S Guide and Template. The Guide is available for download on the COMMISSION's

VSP web page: (https://www.scc.wa.gov/vsp/implementation). The Template will be provided by the COMMISSION to the COUNTY.

C. At five-year intervals from the date of receipt of funding, each county watershed group must submit a report to the director of the Commission and the COUNTY on whether it has met the work plan's protection and enhancement goals and benchmarks. The five-year review and evaluation report should include a summary of how plan implementation is satisfying the flowing plan elements through VSP implementation:

1) Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan;

2) Ensure outreach and technical assistance is provided to agricultural operators in the watershed;

3) Create measurable benchmarks that, within ten years after the receipt of funding, are designed to result in (i) the protection of critical area functions and values and (ii) the enhancement of critical area functions and values through voluntary, incentive-based measures;

4) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;

5) Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection;

6) Establish baseline monitoring for: (i) Participation activities and implementation of the voluntary stewardship plans and projects; (ii) stewardship activities; and (iii) the effects on critical areas and agriculture relevant to the protection and enhancement benchmarks developed for the watershed;

7) Conduct periodic evaluations, institute adaptive management, and provide a written report of the status of plans and accomplishments to the county and to the commission within sixty days after the end of each biennium;

8) Assist state agencies in their monitoring programs; and

9) Satisfy any other reporting requirements of the program.

10) The COUNTY agrees that VSP cost-share projects funded using any amount of COMMISSION VSP funds shall be reported in the Conservation Practices Database System (CPDS).

D. Completion of a Monitoring Plan: The COUNTY agrees that not later than July 1, 2024, the COUNTY will provide to the COMMISSION a monitoring plan. . The SCC encourages the COUNTY to use the Watershed Monitoring Project Development Guide for the Voluntary Stewardship Program in Washington, Volume III to create the plan, but will not require its use in the creation of the plan. The monitoring plan shall be designed to facilitate the collection, analysis, and reporting of information for VSP.

E. Provide timely quarterly status reports to the VSP Program Manager in a form and manner prescribed by the COMMISSION and deemed reasonable by COUNTY staff. Reports are to be submitted online to the COMMISSION. Quarterly reports are here: https://www.formstack.com/forms/?2221155-U3eHq4N8zh. Quarterly reports are due quarterly for this Agreement:

July 2023 – June 2025:

Period of July 1 – September 30 – Due October 10
Period of October 1 – December 31 – Due January 10
Period of January 1 – March 31 – Due April 10
Period of April 1 – June 30 – Due July 10

F. Ensure that the COMMISSION has the most recent version of the COUNTY's VSP work plan by providing to the COMMISSION's Project Officer, identified herein in APPENDIX D – RESPONSIBLE INDIVIDUALS, the most current version of the COUNTY's VSP work plan, which includes all attachments and / or appendices. This can be accomplished by sending the COMMISSION an electronic link which the COMMISSION can use to download the plan.

G. Provide to the COMMISSION's VSP Contract Manager, no later than 120 days from the date this agreement is signed by the COUNTY, an implementation budget designed to ensure all requirements related to VSP implementation are accounted for during the performance of this agreement, and to ensure that the two year and five-year reporting requirements will be met.

2023-25 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX C – BILLING PROCEDURE

The COUNTY shall submit monthly invoices in the form and manner identified by the COMMISSION to the Commission's VSP Contract Manager:

Nicole Boyes
VSP Contract Manager
Washington State Conservation Commission
P.O. Box 47721
Olympia, WA 98504

Send invoices to: sccgrants@sccgrants.wa.gov

For billing questions, contact: nboyes@scc.wa.gov; phone: 564-669-3149

Invoices will follow procedures outlined in the most current Grant and Contract Procedure Manual. Invoices for payment shall be submitted **monthly**. An invoice shall be submitted regardless of whether work has been performed on the project, this is considered a "No Activity" Invoice. Quarterly billings are not allowed and will not be accepted. A time summary for staff costs, including compensation or billing rates, shall be attached. Staff time billing is to be based on composite rates submitted to SCC, loaded composite rates are not allowed per the Grant and Contract Procedure Manual. Individual time records will be kept available at the COUNTY for review, in accordance with the Secretary of State's document retention schedule of the Secretary of State archives. A copy of any contractor invoices, or other receipts will be attached to the billing.

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION **monthly** upon receipt of the invoice. Payment will be made to the person identified at the COUNTY in APPENDIX D – RESPONSIBLE INDIVIDUALS unless the COUNTY shall identify and provide contact information to the COMMISSION to the person listed in APPENDIX C - BILLING PROCEDURE herein.

Final Request for Payment:
The COUNTY must submit final requests for compensation during the current fiscal year no later than July 10 after the end of the current fiscal year. Failure to comply with this timeline may result in denial of any such claim.

2023-25 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX D – RESPONSIBLE INDIVIDUALS

The Project Officer for the COMMISSION is:

Ron Shultz
Policy Director
Washington State Conservation Commission
P.O. Box 47721
Olympia, Washington 98504
(360) 407-7507
rshultz@scc.wa.gov

The responsible individual for the COUNTY is:

NAME:
TITLE:
AGENCY:
MAIL ADDRESS:
CITY, STATE, ZIP:
PHONE:
EMAIL:

The COUNTY Billing Contact (if different than the responsible individual for the COUNTY above):

NAME:
TITLE:
AGENCY:
MAIL ADDRESS:
CITY, STATE, ZIP:
PHONE:
EMAIL:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023
Subject:	Approve Personal Service Contract between Benton County and CBVC, (dba Columbia Basin Veterans Center)
Presenter:	N/A
Prepared By:	Ginny Baddley
Reviewed By:	Jeffrey Aultman

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

Summary / Background Information

Benton County entered into a personal service contract with CBVC (dba Columbia Basin Veterans Center) for the Columbia Basin Veterans Forum program under the Public Safety Tax and included funding in the amount of $99,498.00 under Resolution 2019-236 dated March 19, 2019. This contract was subsequently amended twice, first to amend the start date to February 1, 2019, Resolution 2019-285, and a second time to correct the expiration date, Resolution 2019-334. This contract ran from February 1, 2019 through December 31, 2020. The contract was renewed on May 4, 2021 effective January 1, 2021 through December 31, 2022 with Resolution 2021-359.

The Veterans Forum provides a means to successfully restore and reintegrate veterans by supplementing the traditional criminal justice system by using veteran mentors and veterans' services and benefits to address medical and emotional needs, restore self-respect, and provide veterans with tools to lead a productive and law-abiding life.

This contract expired on December 31, 2022 and Benton County would like to enter into another personal service contract agreement with CBVC (dba Columbia Basin Veterans Center) for the period January 1, 2023 through December 31, 2024 and request funding in the amount of $99,498.00.

Fiscal Impact

Amount: $99,498.00

Fund: Public Safety Tax Fund 0148-101 for the 2023-2024 biennium.

Recommendation

- Approve the attached Resolution to accept the Personal Service Contract between Benton County and CBVC (dba Columbia Basin Veterans Center)
- Approve proposed agreement by signing all copies where indicated.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND CBVC dba COLUMBIA BASIN VETERANS CENTER

WHEREAS, the County and CBVC dba Columbia Basin Veterans Center entered into a Personal Services Contract per Resolution 2019-236 dated March 19, 2019 whereby the CBVC dba Columbia Basin Veterans Center agreed to perform Columbia Basin Veterans Forum services in collaboration with Veterans Court as set forth in the contract, with a contract amount not to exceed ninety-nine thousand four-hundred ninety-eight dollars and zero cents ($99,498.00) for the time period of March 19, 2019 through December 31, 2020; and

WHEREAS, the contract was subsequently amended to correct the contract start date, Resolution 2019-285, and, later, amended again to correct the contract expiration date, Resolution 2019-334; and

WHEREAS, the contract expired on December 31, 2020 and the County entered into another Personal Services Contract with Columbia Basin Veterans Center under Resolution 2021-359; and

WHEREAS, the contract expired on December 31, 2022 and the County and CBVC dba Columbia Basin Veterans Center would like to enter into another Personal Services Contract whereby the CBVC dba Columbia Basin Veterans Center agreed to perform Columbia Basin Veterans Forum services in collaboration with Veterans Court as set forth in the new contract, with a contract amount not to exceed ninety-nine thousand four-hundred ninety-eight dollars and zero cents ($99,498.00) for the time period of January 1, 2023 through December 31, 2024; and

WHEREAS, a detailed description of the compensation to be paid by the County for said services is set forth in Exhibit B of the attached agreement; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed $99,498.00 for the 2023-2024 Columbia Basin Veterans Forum, is approved by the Board of Benton County Commissioners and each monthly payment will be made payable to CBVC; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2023 and expire December 31, 2024.

Dated this . . . . . day of . . . . . , 2023

Chairman of the Board

Chairman Pro-Tem

Member

Attest:……..
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; CBVC G. Baddley

BENTON COUNTY
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 (hereinafter "COUNTY"), and CBVC dba COLUMBIA BASIN VETERANS CENTER, with its principal offices at 1600 N 20th Ave, Suite A, Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions (this document);
b. Exhibit A, Columbia Basin Veterans Forum Scope of Work & Deliverables; and
c. Exhibit B, Columbia Basin Veterans Forum Budget.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2023 and shall expire on December 31, 2024. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR for the Veterans Forum and Mentorship Program is set forth in Exhibit "A, Columbia Basin Veterans Forum Scope of Work & Deliverables", which is attached hereto and incorporated herein by reference. The Columbia Basin Veterans Forum's mission is to have a coordinated community response to veteran offenders through collaboration with the veterans' service delivery system and the criminal justice system. The program provides a means to successfully restore and reintegrate veterans by supplementing the traditional criminal justice system by using veteran mentors and veterans' services and benefits to address medical and emotional needs, restore self-respect, and provide veterans

with tools to lead a productive and law-abiding life.

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

c. The CONTRACTOR shall confer with the COUNTY as requested during the progress of the services performed. In addition, the CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit "A, Columbia Basin Veterans Forum Scope of Work & Deliverables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Matt Sammons
Executive Director
Columbia Basin Veterans Center
PO BOX 2606 Pasco, WA 99302
Phone: (509) 545-6558
Email: matts@columbiabasinvetcenter.org

b. For COUNTY:

Ginny Baddley
Office Administrator
Benton County Prosecutor's Office
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone :(509)735-3591
Email: ginny.baddley@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth

in Exhibit "B, Columbia Basin Veterans Forum Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2023 through December 31, 2024, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed ninety-nine thousand four hundred ninety-eight dollars and zero cents ($99,498.00).

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

c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.

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

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

8. INSURANCE

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

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

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

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, 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 be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

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

liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

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

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

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

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

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

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

policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and 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 284-15 WAC.

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

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

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon

request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

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

making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[5]** of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information

supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, 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 its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective January 1, 2023.

Dated: _____

Benton County Board of Commissioners

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 7-3-23

CBVC dba Columbia Basin Veterans Center

_____
Signature

Executive Director
Title:

Matt Sammons
PRINTED NAME

Exhibit A

Scope of Work & Deliverables

TITLE OF PROGRAM

Veteran Mentor Program & Veterans Forum

MISSION

The mission of the Mentor Program and Veterans Forum is to assist fellow veterans charged with criminal offenses comply with the conditions of the Veterans Therapeutic Court, graduate from the Court, take their place in the community and not re-offend. The operating principle of the program is "No Veteran Stands Alone."

PURPOSE

The purpose of the Veteran Mentor Program (Mentor Program) of Columbia Basin Veterans Center (CBVC) is to recruit, select, train, provide and supervise volunteer veteran mentors (mentors) to participants in the Benton County Veterans Therapeutic Court (Court).

The purpose of the Veterans Forum (Forum); and, to monthly provide a setting in which participants, mentors, officers of the Court and community agency representatives can gather, share a meal, gain knowledge and insight from inspirational and informative speakers, learn about community resources, and support one another.

DESCRIPTION

Mentor Program. The Mentor Program functions as a partner with the Court, CBVC programs, the Veterans Administration and community agencies. Its key feature is the matching of each veteran offender (participant) with a veteran mentor to serve as the participant's advocate, confidant, and partner throughout the Program - the equivalent of a shipmate, wingman or battle-buddy in the active force.

Participants are veterans charged with gross misdemeanors or felonies who have been referred to the Court and participate under the conditions of a stipulated stay. Participants may be

struggling with one or more conditions related to their military service including but not limited to substance abuse, impulse control, substance abuse and mental health concerns arising out of, or exacerbated by their experiences in the U.S, Armed Forces. These may include unresolved post-traumatic stress, sequalae to traumatic brain injury, the consequences of military sexual trauma, and self-medication as a coping mechanism for the experience of combat. Participants will have been separated or discharged from the Armed Forces under Honorable conditions or have a General Discharge Under Honorable Conditions.

Mentors are veterans of the U. S. Armed Forces holding an Honorable Discharge or General Discharge Under Honorable Condition who volunteer their time to support, encourage and advocate for participants. Mentors are male and female veterans representing all ages, ranks and branches of service. They have served in the Vietnam War, Gulf War, Afghan War, Iraq War and peacetime. Mentors are trained in an orientation session led by the CBVC Mentor Coordinator and the Prosecuting Attorney for the Court, the Case Manager and or Defense Counsel and are provided a Mentor Handbook covering all aspects of the program.

Once matched, the mentor and participant establish meeting schedules, manner of meeting and places, and begin establishing their relationship. That relationship will endure unless either party decides that it is no longer working, in which case a change or mentor will be arranged. Mentors will stand with their participant in Court when the participant us required to appear.

Graduating participants become eligible to volunteer as mentors six months post-graduation if they have not relapsed or re-offended.

Veterans Forum. The Veterans Forum (Forum) is a monthly gathering of participants, mentors, officers of the court, guests, and community service organization representatives in which all in attendance share a meal and social hour together, followed by informational and inspiration presentations by guest speakers and agency representatives. It includes an "open mike" period in which any person can address the group, provide information, and ask questions

When participants progress from one Phase of the Court to the next, they are recognized by all present. When those participants graduate, the occasion is marked by a ceremony.

PERSONNEL & RESPONSIBILITIES

Veteran Mentors. The Veteran Mentors are volunteers who meet weekly with participants with whom they are matched. Face-to-face meetings are strongly encouraged, with video chat, texting and e-mail also used to maintain contact when appropriate. (The advent of the Covid-19 pandemic has resulted in much greater use of these alternative means of communication.)

Participants are expected to initiate contact, but mentors will adjust that expectation based upon the status of the participant's emotional health and functioning. At the beginning of the relationship, mentors often must take the initiative and establish agreements with the participant regarding their responsibilities.

Mentors share their life experiences, advice and expertise to assist the participant in complying with the conditions imposed by the Court. They encourage, challenge, and support the participant as they struggle with the issues and behaviors that contributed to their offense. The Mentor is a partner and peer, not an authority figure telling the participant what to do. When the participant fails to comply with the conditions of their stipulated stay, the Mentor urges the participant to self-report as a way of helping the participant take responsibility for their actions.

Mentors also serve as resources and support for one another and call upon the Mentor Coordinator for assistance as needed.

Veteran Mentor Coordinator. A .5 FTE Mentor Coordinator recruits, selects, trains, supervises and provides mentors to the Court; develops and maintains records and training materials; provides counsel and support to mentors; coordinates the monthly Veterans Forum including recruiting speakers and community representatives; arranges for facilities and meals; and coordinates participant and mentor recognition on behalf of CBVC. The Mentor Coordinator also serves as the liaison to the Court and represents the program before the court and the larger community.

Executive Director. The Executive Director of CBVC supervises the Mentor Coordinator, oversees execution of the budget, fund-raising, and monthly reports to the County.

CBVC Support Services. CBVC's programs may be employed to assist participants with such matters as obtaining copies of separation papers (D0214), housing, rent assistance, utility assistance, peer support counseling, post-traumatic stress support groups, socialization following self-isolation, and ancillary financial support (assistance for significant emergent needs not met elsewhere).

Supporting Service Agencies. Community agencies will be called upon to assist individual participants as needed and will be invited to share information about their services at the Monthly Forums. These may include but are not limited to legal services, financial literacy, employment, educational opportunities, food, physical and mental health services, and community service opportunities.

EXPECTATIONS

1. Adequate pool of mentors. CBVC will recruit, train, and provide sufficient Veteran Mentors to provide participants an adequate number of which to choose their mentor.

2. Prompt matching of mentors and participants. Matching of participants and mentors will be performed as quickly as possible following acceptance into the Court and CBVC's receipt of the participant intake form.
   a. Matching will be performed by providing each new participant with the names of two or three mentors, each of whom will contact the participant and among which the participant will make their choice. In some circumstances the needs of the participant may warrant a "guided" match.

3. New mentor orientation. Initial orientation of Veteran Mentors shall be approximately two hours in length, team-taught by the Mentor Coordinator and the Prosecuting Attorney assigned to Veterans Court. The Case Manager and Defense Counsel may also participate as their schedules permit.

4. Mentor Manual. All new mentors will be provided a copy of CBVC's "Veterans Court Mentor Manual" including but not limited to the following items:
   a. Mentor Handbook
   b. Courtroom Decorum
   c. Veterans Court Officers Roster
   d. Basic Requirements of Participants
   e. Participant Welcome information
   f. Participant Intake Form
   g. Participant Handbook
   h. Phase Up Applications
   i. Sanctions and Incentives Matrix
   j. Mentor Program Policies & Procedures
   k. Mentor Job Description

5. Mentor time commitment. Participants' need to meet with their mentors can vary widely depending upon their general health, emotional fragility, lifestyle, economic circumstances, employment, family stability and relationships. Those needs often diminish as they progress through the Court, while relapses and other crises can have the opposite effect. On average, mentors will spend 4-7 hours per month supporting a participant. Experience to date suggests that some participants with many years of addiction can require 16 or more hours per month.

EXPECTATIONS

1. Adequate pool of mentors. CBVC will recruit, train, and provide sufficient Veteran Mentors to provide participants an adequate number of which to choose their mentor.

2. Prompt matching of mentors and participants. Matching of participants and mentors will be performed as quickly as possible following acceptance into the Court and CBVC's receipt of the participant intake form.
   a. Due to the ongoing Covid-19 pandemic, matching will be performed by providing each new participant the names of three mentors, each of whom will contact the participant and among which the participant will make their choice. In some circumstances the needs of the participant may warrant a "guided" match.
   b. Once public health restrictions on gatherings are listed, the matching of new participants will take place face-to-face at the first monthly Veterans Forum following their admission to the Court.

3. New mentor orientation. Initial orientation of Veteran Mentors shall be approximately three hours in length, team-taught by the Mentor Coordinator and the Prosecuting Attorney assigned to Veterans Court. The Case Manager and Defense Counsel may also participate as their schedules permit.

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   c. Veterans Court Officers Roster
   d. Basic Requirements of participants
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   a. Due to the ongoing Covid-19 pandemic, matching will be performed by providing each new participant the names of three mentors, each of whom will contact the participant and among which the participant will make their choice. In some circumstances the needs of the participant may warrant a "guided" match.
   b. Once public health restrictions on gatherings are listed, the matching of new participants will take place face-to-face at the first monthly Veterans Forum following their admission to the Court.

3. New mentor orientation. Initial orientation of Veteran Mentors shall be approximately three hours in length, team-taught by the Mentor Coordinator and the Prosecuting Attorney assigned to Veterans Court. The Case Manager and Defense Counsel may also participate as their schedules permit.

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   b. Courtroom Decorum
   c. Veterans Court Officers Roster
   d. Basic Requirements of participants
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6. Community service opportunities. CBVC will provide as many opportunities as possible for participants to serve community service hours in the CBVC facility.

7. Monthly Forum. During the pandemic, the monthly Forum will be virtual at 1.5 hours per month. When gatherings are again permitted, it will expand to two hours and include a meal and the matching of mentors and participants. Graduation ceremonies will be added as well to complement those ceremonies held in and by the Court. Each graduating participant will receive a challenge coin, service insignia, certificate of achievement and appreciation, a residential American flag set and a small gift.

DELIVERABLES

CBVC will provide the following as described above:

1. A pool of trained veteran mentors
2. All training and training materials
3. A Mentor Coordinator
4. **A** monthly Forum
5. Community service opportunities
6. A monthly report to include:
   a. Forum activities
   b. Mentor recruitment and availability
   c. Participant referrals
   d. Following month's priorities
   e. Miscellaneous program-pertinent information

Exhibit B: Columbia Basin Veterans Forum Budget Request

Public Safety Tax 2023-2024 Budget Request

Description	**2023-2024**
.5 FTE Mentor Coordinator	64,000
.5 FTE Service officer	0
Mentor Training/Train the Trainer	2,000
Mentor Recruitment	1,000
Forum Site Rental	5,000
Office Supplies, Electronics& Equip.	2,360
Printed Materials for Outreach & Recruiting	2,000
Annual First Forum Kickoff	3,000
Mentor Training & Forum Meals	7,000
Product for Serving Meals	400
Travel	3,000
Awards/Gifts for Graduates	5,000
Sub Total	94,760
5% Administration	4,738
Total Program Expense	**99,498**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023
Subject:	Interlocal Agreement with the City of Prosser to provide Certification Acceptance Services for Prosser's Alexander Court 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

City of Prosser is not a "Certified Agency" and is unable to perform Federal Aid project administration. According to RCW 39.34 the City may enter into an Agreement with another agency to perform administrative tasks related to a Federally funded project.

The City has received Federal funding for their Alexander Court improvements project. An Interlocal Agreement has been prepared to authorize Benton County to perform administrative tasks associated with this project. All costs to the County for performing these tasks, including labor, materials, transportation, and other costs, will be paid by the City. The agreement has been reviewed and approved as to form by the Benton County Deputy Prosecuting Attorney for the Civil Department. It has also been signed by the City of Prosser.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends the Board approve the Interlocal Agreement with the City of Prosser and authorize the Chairman of the Board to sign said agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF PROSSER FOR THE COUNTY, THROUGH ITS PUBLIC WORKS DEPARTMENT, TO PROVIDE CERTIFICATION ACCEPTANCE SERVICES FOR PROSSER'S ALEXANDER COURT PROJECT

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, projects funded with Federal Aid project grants require the recipient to be an authorized Certification Acceptance agency through the Washington State Department of Transportation; the City of Prosser is not Certification Acceptance authorized and is unable to perform Federal Aid project administration and must contract with another agency to administer all aspects of the project; and

WHEREAS, the City of Prosser has requested that Benton County, who is Certification Acceptance authorized, perform administrative duties relating to the Federal Aid project for Alexander Court; and Benton County, through its Public Works Department, is willing to provide contract administration services to Prosser for the Alexander Court project; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby approves the attached Interlocal Cooperative Agreement between Benton County, through their Department of Public Works, and the City of Prosser to provide Certification Acceptance Services for Prosser's Alexander Court project; and the Chairman of the Board of County Commissioners is hereby authorized to execute said Agreement; and

BE IT FURTHER RESOLVED, this Agreement shall be effective when executed by both parties and shall continue through December 31, 2025.

Dated this 18th day of July 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Procurement D. Hope

DocuSign Envelope ID: DD8C4A7E-7139-4D6D-ADA4-B780BD164783

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN CITY OF PROSSER AND BENTON COUNTY
FOR CERTIFICATION ACCEPTANCE FOR THE ALEXANDER COURT PROJECT
THROUGH THE PUBLIC WORKS DEPARTMENT

This Agreement is made and entered into by and between City of Prosser (hereinafter "Prosser") and Benton County (hereinafter "Benton"), pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

ARTICLE I
PURPOSE

1.01 **PURPOSE.** Projects funded with federal aid project grants require the recipient to comply with federal funding requirements, including that certain work be performed by an authorized Certification Acceptance agency. Washington State Department of Transportation (WSDOT) qualified Certified Acceptance agencies include Benton, but not Prosser. Therefore, Prosser seeks to qualify to receive and expend federal funds for the Alexander Court Project ("Project"), see the draft of project prospectus attached as Exhibit A, by entering into this interlocal agreement with Benton to provide those services for the Project which must be completed by a Certification Acceptance Agency. The purpose of this Agreement is to set forth the terms and conditions under which Benton, through its Public Works Department, will provide and be reimbursed for the services identified in Section 2.04 of this Agreement.

1.02 No new or separate legal or administrative entity is created by this Agreement.

ARTICLE II
ADMINISTRATION

2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party and provide updated contact information as may be necessary.

2.02 Prosser's representative shall be the Public Works Director.

2.03 Benton's representative shall be the Public Works Manager.

2.04 Prosser hereby authorizes Benton to inspect and administer the project in accordance with the rules, regulations, and procedures set forth in and contemplated by the WSDOT Local Agency Guidelines (LAG) manual, with a publication date of June 22, 2022, and as may hereinafter be amended, which manual is incorporated herein by reference; in accordance with the Certification Acceptance Qualification Agreement, WSDOT form 140-550 attached hereto as Exhibit B; and in accordance with all WSDOT requirements.

DocuSign Envelope ID: DD8C4A7E-7139-4D6D-ADA4-B780BD164783

2.05 Prosser shall be responsible for applying for and receiving all necessary permits, copies of which it shall provide to Benton; preparing and submitting all Federal Aid progress billings, as may be needed; and paying all consultants, contractors, taxes, and other costs related to the project directly, not through Benton. Prosser shall provide monthly invoice tracking sheets per the LAG manual for all billings and payments, and any other documents requested by Benton necessary to perform the work.

2.06 Prosser shall submit to Benton for approval all contracts, investments, designs, and other engineering and administrative related documents prior to commencement of work.

2.07 Prosser shall be responsible to administer and coordinate all project activities that fall outside the scope of services provided by Benton or as directed by Benton and furnish copies of all letters and other documents relating to the project.

2.08 Prosser shall seek concurrence of Benton on any project change order or contract amendment which changes the scope of work or has a cost in excess of one-thousand dollars ($1,000).

ARTICLE III
DURATION OF AGREEMENT

3.01 **DURATION.** This Agreement shall be effective when executed by both parties and shall continue through December 31, 2025. The obligation to provide compensation for the use of equipment or service provided during the term of this Agreement shall survive this Agreement's termination or expiration.

ARTICLE IV
COMPENSATION

4.01 **COMPENSATION.** Prosser hereby agrees to reimburse Benton for the costs of the work performed, which amounts shall be based on the actual cost of labor, equipment, materials, and professional services, plus all costs for fringe benefits to labor, including but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. Also, an additional five percent (5%) of the total costs shall be added for overhead expenses for accounting, billing, and administrative services, after a certified statement of the costs is provided within thirty (30) days of the service or equipment rental. The amount shall be paid within thirty (30) days after billing.

ARTICLE V
PERFORMANCE OF AGREEMENT

5.01 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

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5.02 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by either party or its designee, WSDOT representatives, and the Washington State Auditor's Office. Each party shall retain all such books, records documents, and other material for the applicable retention period under federal and Washington law.

5.03 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement and in compliance with federal, state, and local laws, rules, regulations, and ordinances.

5.04 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

5.05 **IMPROPER INFLUENCE.** Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

5.06 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

5.07 **ASSIGNMENT AND SUBCONTRACTING.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties authorized representatives.

5.08 **NOTICE.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to Benton shall be to the Public Works Manager, P.O. Box 1001, Prosser, Washington 99350; and to the Benton County Commissioners, P.O. Box 190, Prosser, Washington 99350. Notice to Prosser for all purposes under this Agreement shall be to the Public Works Director of the City of Prosser, P.O. Box 1639, Prosser, Washington 99350, and the Prosser City Council, P.O. Box 1639, Prosser, WA 99350.

ARTICLE VI
INDEMNIFICATION

6.01 **INDEMNIFICATION**. Prosser shall hold harmless, indemnify, and defend Benton 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 this Agreement or the work performed under this Agreement. Provided, that Prosser's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of Benton or its officers, officials, employees, or agents.

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6.02 In any and all claims against the County or its officers, officials, employees, or agents by any employee of Prosser, 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 Section 6.01 of this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Prosser 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 Prosser expressly waives any immunity Prosser might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington.

6.03 **By executing this Agreement, the parties acknowledge that the foregoing waiver has been mutually negotiated by the parties. The parties' obligations under this Section 6 shall survive termination or expiration of this Agreement.**

ARTICLE VII
DISPUTES

7.01 **DISPUTE RESOLUTION; GOVERNING LAW; VENUE.** In the event of a dispute regarding the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the parties are unable to resolve such dispute, at Benton's election, the dispute shall be resolved by arbitration, with venue being placed in Benton County, Washington. Any judicial proceeding arising out of this contract shall be governed by the laws of the State of Washington, and suit may be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

ARTICLE VIII
TERMINATION

8.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE IX
GENERAL PROVISIONS

9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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9.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract or other means without the express written approval of the other party. Any such attempted assignment or delegation without express approval from the other party shall be void and shall constitute a material breach of this Agreement.

9.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

9.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parities hereto.

9.05 **INTERLOCAL COOPERATION ACT PROVISIONS.** All vehicles, equipment, inventory, and any improvement thereon or fixtures purchased by Prosser, shall remain the sole property of Prosser. All vehicles, equipment, inventory, and any improvements thereon or fixtures purchased by Benton, shall remain the sole property of Benton.

No independent special budget or funds are anticipated, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement.

A copy of this Agreement shall be filed with the Benton County Auditor's office or posted on Prosser’s or Benton’s website as required by RCW 39.34.040.

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9.06 **EVIDENCE OF AUTHORITY.** Upon execution of this Agreement, Prosser shall provide Benton and Benton shall provide Prosser with a copy of the resolution, ordinance, or other authority to execute this Agreement pursuant to RCW 39.34.030(2), and said documents shall be attached hereto and incorporated herein as Exhibit C (Prosser) and Exhibit D (Benton).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF PROSSER, WASHINGTON

By: _____
Mayor

Attest:

_____
City Clerk

Date: _____

Approved as to form:

_____
Attorney

Date: 6.27.2023

BENTON COUNTY, WASHINGTON

By: _____
Chairman, Board of County Commissioners

Attest:

_____
Clerk of the Board

Date: _____

Approved as to form:

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...

LeeAnn Holt, Benton County Deputy Prosecuting Attorney

Date: 7/10/2023

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EXHIBIT A

Washington State Department of Transportation

Prospectus Submittal Checklist

Agency: City of Prosser

Project Title: Alexander Court Improvements - Phase 1

Use this sheet as a cover sheet to the project prospectus package. Place an "X" in the right column to denote items included.

If not applicable, state N/A. Include in the cover letter a comment explaining the action taken on each item as appropriate.

Note later with an "L" if the information will be supplied at a future date.

Application	
1. Authorization Package Checklist (Appendix 21.43)	X
2. Project Prospectus (Chapter 21)	X
3. Vicinity Map	X
4. Typical Roadway or Pathway Section	X
5. Typical Bridge Section	N/A
6. Local Agency Agreement (Chapter 22)	X
7. Documented Cost Estimate (Chapter 22)	X
8. TIP/STIP Inclusion (MPO/County/Agency, selected/limited to $)	X
Supporting Data	
9. Local Agency Design Matrix Checklist (Appendix 42.101)	X
10. Photos (Railroad Crossing, ER event sites, as required)	N/A
11. Deviation Analysis Format (Appendix 41.51)	N/A
12. Environmental Considerations (Chapter 24)	L
a. Class II Categorically Excluded (CE) - Environmental Classification Summary (ECS)	L
b. Class III Environmental Assessment (EA)	
c. Class I Environmental Impact Statement (EIS)	
d. SEPA Checklist	
e. NEPA/SEPA/Section 404 Interagency Working Agreement	
f. Evolutionarily Significant Unit (ESU) Determination of Effect Concurrence	
g. Value Engineering Study (where applicable)	
13. Right of Way Requirements (Chapter 25)	N/A
a. Relocation Plan	
b. Approved Right of Way Plans	
c. Right of Way Project Funding Estimate or True Cost Estimate	
d. Request Right of Way Fund Authorization	
14. Right of Way Certification (Appendix 25.179)	N/A
15. Agreements/Easements with Railroads, Utilities, and Other Agencies (Chapter 32 and 25)	N/A
16. Design Approval (Chapter 43)	N/A
17. Tied Bids (Chapter 44)	N/A
18. Nondiscrimination Agreement (Submit new agreement if outdated)	N/A

Remarks:

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Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number			
Local Agency Project Number			

(WSDOT Use Only)

Date	05/05/2023
DUNS Number	092275858
Federal Employer Tax ID Number	91-6001284

Agency	CA Agency	Federal Program Title
City of Prosser	☐ Yes ☑ No	☑ 20.205 ☐ Other

Project Title	Start Latitude N / End Latitude N	Start Longitude W / End Longitude W
Alexander Court Improvements - Phase 1	46.122066 / 46.123053	119.450688 / 119.451460

Project Termini From-To	Nearest City Name	Project Zip Code (+4)
Paterson Avenue Highland Drive	Prosser	99350-9998

Begin Mile Post	End Mile Post	Length of Project	Award Type
		0.31 miles	☑ Local ☐ Local Forces ☐ State ☐ Railroad

Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
			1020	3	Benton County

WSDOT Region	Legislative District(s)	Congressional District(s)	Urban Area Number
South Central Region	16	4	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month	Year
P.E.	$ 158,400.00	$ 21,400.00	$ 137,000.00	July	2023
R/W					
Const.	$ 1,142,200.00	$ 1,142,200.00			
Total	$ 1,300,600.00	$ 1,163,600.00	$ 137,000.00		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
24'	2

The existing roadway has two 12' lanes with no storm drainage facilities and sidewalk only on the east side of the road.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The proposed project will include widening the existing roadway, improve on the exisitng street pull in parking near the intersection of Alexander Court and Highland Drive, curb and gutter and sidewalk on the west side of the road.

Local Agency Contact Person	Title	Phone
Marty Groom	Public Works Director	(509)-786-2332

Mailing Address	City	State	Zip Code
601 Seventh Street	Prosser	WA	99350

Project Prospectus	By _____ Approving Authority	
	Title	Date

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Agency	Project Title	Date
City of Prosser	Alexander Court Improvements - Phase 1	05/05/2023

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
☐ New Construction	☐ Path / Trail	☐ 3-R	33	2
☑ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☑ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access	☐ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☑ Minor Arterial ☑ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access
Terrain	☑ Flat ☐ Roll ☐ Mountain	☑ Flat ☐ Roll ☐ Mountain
Posted Speed	20	25
Design Speed	20	
Existing ADT	1082	282
Design Year ADT	1082	
Design Year	2023	
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By: Consultant	Others: 100 %	Agency: %
Construction Will Be Performed By: Contractor	Contract: 100 %	Agency: %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☑ Class II - Categorically Excluded (CE)

☑ Projects Requiring Documentation (Documented CE)

☐ Class III - Environmental Assessment (EA)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

Environmental Considerations

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Agency	Project Title	Date
City of Prosser	Alexander Court Improvements - Phase 1	05/05/2023

Right of Way

☐ No Right of Way Needed
* All construction required by the contract can be accomplished within the existing right of way.

☑ Right of Way Needed
☐ No Relocation ☐ Relocation Required

Utilities	Railroad
☐ No utility work required	☑ No railroad work required
☐ All utility work will be completed prior to the start of the construction contract	☐ All railroad work will be completed prior to the start of the construction contract
☑ All utility work will be completed in coordination with the construction contract	☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

No utility relocations will occur during the project, new street lights will be installed during the duration of the project.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☑ Yes ☐ No

Remarks

The Prosser Airport is located about 2 miles away from the project. No construction activities are expected to affect with Prosser Airport operations.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date 6-27-2023

Agency By _____ Mayor/Chairperson



HLA
Engineering and Land Surveying, Inc.
2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

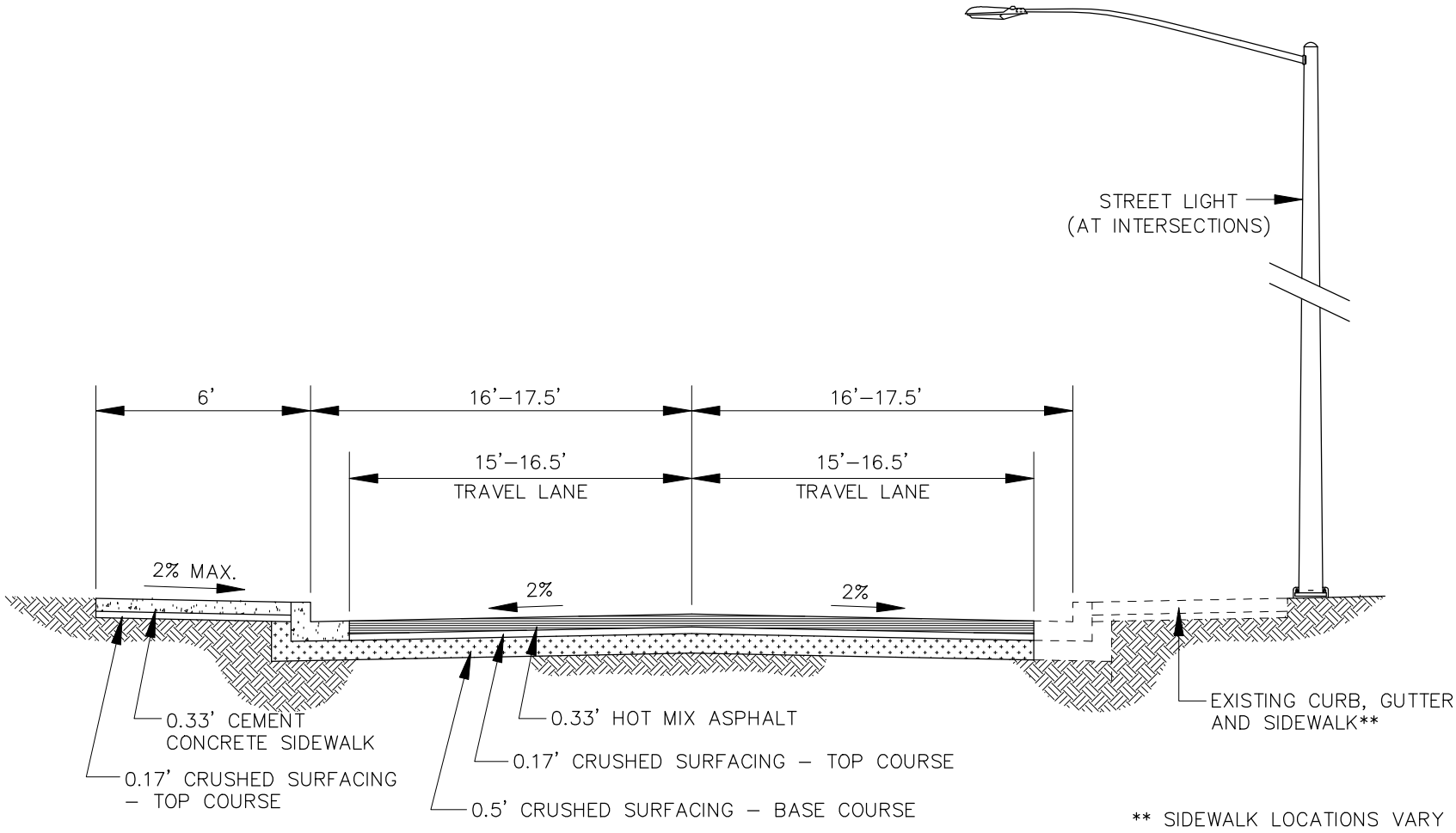
7/20/22

CITY OF PROSSER
ALEXANDER COURT PHASE 1 IMPROVEMENTS

VICINITY MAP

P:\PROJECTS\2022\22003\ALEXANDER CT\VIC MAP.DWG

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TYPICAL ROADWAY SECTION

NOT TO SCALE

HLA
Engineering and Land Surveying, Inc.
2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

7/20/22

CITY OF PROSSER
ALEXANDER COURT PHASE 1 IMPROVEMENTS

TYPICAL SECTION

P:\PROJECTS\2022\22003\ALEXANDER CT\PRELIM ROAD EXHIBIT.DWG

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Washington State Department of Transportation

Local Agency Agreement

Agency City of Prosser

Address 601 Seventh Street Prosser, WA 99350

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Alexander Court Improvements - Phase 1 Length 0.31 miles

Termini Highland Drive

Description of Work

Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.

Project Agreement End Date TBD

Proposed Advertisement Date TBD

Claiming Indirect Cost Rate ☐ Yes ✓ No

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 86.5 % Federal Aid Participation Ratio for PE	a. Agency			
	b. Other Consultant	156,900.00	21,180.00	135,720.00
	c. Other			
	d. State Services	1,500.00	200.00	1,300.00
	e. Total PE Cost Estimate (a+b+c+d)	158,400.00	21,380.00	137,020.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction 86.5 % Federal Aid Participation Ratio for CN	k. Contract			
	l. Other Consultant			
	m. Other Contractor			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	158,400.00	21,380.00	137,020.00

Agency Official

By Ramy Taylor

Title Mayor

Agency Date 6.27.2023

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

$ at $ per month for months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on TBD , TBD , Resolution/Ordinance No. TBD

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
(4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
(5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

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CITY OF PROSSER

Alexander Court Phase 1 Improvements - Paterson Road to Highland Dr. 7/21/2022

Engineer's Opinion of Construction Cost

STBG Application

HLA Project No. 22003G

Item No.	Description	Unit	Overall Quantity	Unit Cost	Overall Cost
Schedule A - Roadway Improvements					
1	Mobilization	LS	1	$75,000.00	$75,000.00
2	SPCC Plan	LS	1	$1,000.00	$1,000.00
3	Project Temporary Traffic Control	LS	1	$30,000.00	$30,000.00
4	Clearing and Grubbing	LS	1	$4,000.00	$4,000.00
5	Removal of Structures and Obstructions	LS	1	$8,000.00	$8,000.00
6	Unclassified Excavation Incl. Haul	CY	2,250	$50.00	$112,500.00
7	Select Backfill, as Directed	CY	100	$60.00	$6,000.00
8	Shoring or Extra Excavation	LF	300	$5.00	$1,500.00
9	Crushed Surfacing Base Course	TON	2,200	$35.00	$77,000.00
10	Crushed Surfacing Top Course	TON	700	$40.00	$28,000.00
11	HMA Cl. 1/2-Inch PG 64-28	TON	1,400	$120.00	$168,000.00
12	Storm Drain 12-Inch Diam.	LF	240	$80.00	$19,200.00
13	Catch Basin Type 1	EA	12	$2,800.00	$33,600.00
14	Catch Basin Type 2	EA	6	$5,000.00	$30,000.00
15	Infiltration Trench 12-Inch Diam.	LF	300	$150.00	$45,000.00
16	Cement Conc. Traffic Curb and Gutter	LF	1,330	$30.00	$39,900.00
17	Cement Conc. Sidewalk 6-In Thick	SY	140	$80.00	$11,200.00
18	Cement Conc. Sidewalk 4-In Thick	SY	290	$70.00	$20,300.00
19	Cement Conc. Curb Ramp	EA	12	$3,000.00	$36,000.00
20	Adjust Manhole	EA	6	$800.00	$4,800.00
21	Adjust Valve Box	EA	10	$600.00	$6,000.00
22	ESC Lead	DAY	13	$200.00	$2,600.00
23	Erosion/Water Pollution Control	FA	1	$5,000.00	$5,000.00
24	Illumination System, Complete	LS	1	$60,000.00	$60,000.00
25	RRFB System	LS	1	$15,000.00	$15,000.00
26	Permanent Signing	LS	1	$2,900.00	$2,900.00
27	Pavement Markings	LS	1	$10,000.00	$10,000.00
28	Minor Change	FA	1	$10,000.00	$10,000.00
				Subtotal	**$862,500.00**
				Contingency 15%	**$129,400.00**
				Total	**$991,900.00**
				Engineering and Const. Admin. (30%)	**$297,600.00**
				WSDOT	**$3,000.00**

Assumptions:

1) Reconstruct roadway, add crown, 30'-33' paved
2) Curb and Gutter and Sidewalk, both sides (where needed)
3) 4" HMA to accommodate truck traffic.
4) Street lights at intersections only.

Total Estimated Project Cost	**$1,292,500.00**
City and TIB Funds	**$1,081,159.00**
Federal Funds	**$211,341.00**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2023 to 2028

Agency: Prosser
County: Benton
MPO/RTPO: BFCG N Inside Y Outside

Functional Class	Priority Number	A. PIN/Project No. / C. Project Title / D. Road Name or Number / E. Begin & End Termini / F. Project Description	B. STIP ID / G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	2	Alexander Court Improvements - Phase 1 Highland Drive to Paterson Road Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.	PROSSER 12	06/14/22	06/14/22		22-1707	04	C P S T W	0.310	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2024		0		0	1,177,200	1,177,200
			Totals	**0**		**0**	**1,177,200**	**1,177,200**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	1,177,200	0	0	0
Totals	**0**	**1,177,200**	**0**	**0**	**0**

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Washington State S. T. I. P.

2023 to 2026

(Project Funds to Nearest Dollar)

MPO/RTPO: BFCG Y Inside N Outside **April 27, 2023**

County: Benton

Agency: Prosser

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
06			PROSSER 12	04	0.310	CE	No	Highland Drive	Paterson Road	1,292,500	23-01

Alexander Court Improvements - Phase 1

Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.

Funding

Phase	Start Date	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2023	STBG(US)	211,341		0	89,259	300,600
		Project Totals	**211,341**		**0**	**89,259**	**300,600**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	300,600	0	0	0	0
Totals	**300,600**	**0**	**0**	**0**	**0**

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Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "NO"	Upgraded to AASHTO? If Yes" move down to next Design Element	If "NO"	Is a Deviation or Design Exception Required? If "NO" Document to File	If "Yes"	HQ Local Programs Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	A	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Vertical Alignment	A	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Lane Width	A	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Shoulder Width	A	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Lane & Shoulder Taper	A	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Ped. Facilities	1	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Cross Slope Lane	A	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Cross Slope Shoulder	A	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Fill/Ditch Slopes	A	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Safety Improvements	A	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Bike & Ped	1	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Turn Radii	A	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Sight Distance	A	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
I/S Angle	A	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Std Run	A	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Cross Roads									
Horizontal Alignment	AE	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes ☐ No	→		
Vertical Alignment	AE	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes ☐ No	→		
Lane Width	AE	☒ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes ☐ No	→		
Shoulder Width	AE	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes ☐ No	→		
Fill/Ditch Slopes	AE	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes ☐ No	→		
Safety Improvements	AE	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes ☐ No	→		
Shared Bike/Ped. Facilities	1	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Bridges									
Lane Width	A	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Shoulder Width	A	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Vertical Clearance	D	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Structural Capacity	D	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A
Bridge Rail	D	☐ Yes ☐ No	→	☐ Yes ☐ No	→	☐ Yes	→		N/A

Design Levels*
- ☐ Blank Cell
- **D** Design Level D
- **A** Design Level A
- **AE** Agency Evaluate to Design Level A

(1) When provided, must meet current standards.

(2) Items 1 and 2 under Safety Improvements Definitions are required and all others are AE.

Local Agency Guidelines Design Matrix Reconstruction Checklist

Page 1 of 1

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EXHIBIT B

Agency: City of Prosser Agency Number: 1020

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under Benton County CA status.

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.
2. The overall approval authorities and conditions will be as follows:
   a. The project prospectus will be reviewed and approved by the following official.
      County Engineer (Position Title Only)
   b. The local agency agreement will be reviewed and approved by the following official or officials.
      County Engineer (Position Title Only)
   c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.
      County Engineer (Position Title Only)
   d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.
      County Engineer (Position Title or Titles Only)
   e. The contract plans, specifications and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.
      County Engineer (Position Title or Titles Only)
   f. Agreements will be signed by the following responsible local official:
      i. Railroad County Engineer (Position Title Only)
      ii. Utility County Engineer (Position Title Only)
      iii. Consultant County Engineer (Position Title Only)
      iv. Technical Services County Engineer (Position Title Only)
   g. The award of contract will be signed by the following responsible local official.
      County Engineer (Position Title Only)
   h. All projects will be constructed in conformance with the Washington State Department of Transportation/American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* M 41-10 and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.
   i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer. County Engineer (Position Title Only)
   j. Construction administration and material sampling and testing will be accomplished in accordance with *Construction Manual* M 41-01 and the Local Agency Guidelines.

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3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.
4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.
5. All projects under Certification Acceptance shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.
6. Approval of the local agency certification by the Director, Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Director, Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.

Mayor or Chairman

Date: 4-27-2023

Washington State Department of Transportation

Approved By:

Director, Local Programs

Date

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EXHIBIT C

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 23-1751

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY TO PROVIDE CERTIFICATION ACCEPTANCE SERVICES FOR THE ALEXANDER CT. PHASE I IMPROVEMENTS FROM HIGHLAND DRIVE TO PATERSON ROAD.

WHEREAS, the City of Prosser has been awarded Federal Aid STPG and TAP funds for the Alexander Ct. Phase I Improvements from Highland Drive to Paterson Road; and

WHEREAS, projects funded with Federal Aid project grants require the recipient to be an authorized Certification Acceptance agency through the Washington State Department of Transportation; the City of Prosser is not Certification Acceptance authorized and is unable to perform Federal Aid project administration and must contract with another agency to administer all aspects of the project; and

WHEREAS, the City desires to contract with Benton County who is Certification Acceptance authorized to perform administrative services relating to the Alexander Ct Phase I Improvements; and

WHEREAS, Benton County has agreed and is willing to provide, through its Public Works Department, the Certification Acceptance Services for the Alexander Ct. Phase I Improvements; and

NOW THEREFORE, BE IT RESOLVED, the attached Interlocal Cooperative Agreement by and between the City of Prosser and Benton County for Certification Acceptance Services is hereby approved and the Mayor is authorized to sign said agreement.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 27th day of June, 2023.

MAYOR RANDY TAYLOR

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:

HOWARD SAXTON, CITY ATTORNEY

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18th, 2023
Subject:	Approval of Construction plans for Desert Pines subdivision
Presenter:	N/A
Prepared By:	Cristina Woods, Civil Engineer I
Reviewed By:	Cristina Woods, Civil Engineer I

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

RCW 36.77.010 requires that all plans for the construction or improvement of a county road be filed with and approved by the Board of County Commissioners.

Marina Infante and Lucio Mendoza submitted plans which have been approved by the Benton County Engineer. The plans are now being submitted to the Board of Benton County Commissioners, and the corresponding resolution authorizes the Chairman to sign the construction plans for Desert Pines, with a road named S Elm Place.
Upon completion of this project said road is to have a speed limit of 25 mph.

The plans for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners.

* Note: Original signature sheet will be brought to commissioners meeting to be signed.

Fiscal Impact

N/A

Recommendation

Staff recommends that the Commissioners sign the cover sheet, approving the project.

Suggested Motion

Approve as part of consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

APPROVAL OF CONSTRUCTION PLANS AND SETTING OF SPEED LIMIT FOR S ELM PLACE AS PART OF DESERT PINES SUBDIVISION

WHEREAS, RCW 36.77.010 requires that all plans for the construction or improvement of County roads be filed with and approved by the Board of County Commissioners; and

WHEREAS, plans for the above referenced project, having been reviewed and approved by the County Engineer, are hereby presented for approval to the Board of County Commissioners; and

WHEREAS, the County recommends placing a 25 mph speed limit on S Elm Place; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW, THEREFORE,**

BE IT RESOLVED that the construction plans for Desert Pines be approved and that the Chairman is authorized to sign said construction plans; and

BE IT FURTHER RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 mph on the following roadway:

S Elm Place – From E. 23rd Avenue to end of road

Dated this July 18th, 2023.

_____
Chairman

Attest:

_____
Chairman Pro Tem

_____
Clerk of the Board

_____
Commissioner

Constituting the Board of County Commissioners
Benton County, Washington

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DESERT PINES SUBDIVISION

A PORTION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 07, TOWNSHIP 08 NORTH, RANGE 30 EAST, W.M.

KENNEWICK, BENTON COUNTY, WASHINGTON

NORTH

40 20 0 40

PLAN SCALE

PROJECT POINTS

PT #	DESCRIPTION	ELEV	NORTHING	EASTING
200	SI 23RD AND GUM	366.08	314,520.21	1,993,136.97
201	SI 19TH AND GUM	383.64	315,847.82	1,993,121.11
202	SI 23RD AND WASHINGTON	382.72	314,494.62	1,990,636.77
203	SURC 5/8" 46318	380.17	315,138.67	1,992,794.74
204	SURC 5/8" 46318	375.12	314,966.83	1,993,101.63
205	FOUND 5/8" REBAR & CAP	372.28	314,778.78	1,992,799.07

CURVE DATA

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA	TANGENT
C11	85.90'	180.00'	85.09'	S12°48'10"E	27°20'38"	43.79'
C13	81.10'	180.00'	80.42'	S13°34'01"E	25°48'55"	41.25'

ABBREVIATIONS

AP	ANGLE POINT	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
BM	BENCHMARK	N	NORTH, NEW
CL	CENTERLINE	OC	ON CENTER
C	CURVE	P, PWR	POWER
CB	CATCH BASIN	PC	POINT OF CURVATURE INTERSECT
CF	CUBIC FEET	PE	POLYETHYLENE
CFS	CUBIC FEET PER SECOND	PL	PROPERTY LINE
CO	CLEANOUT	PT	POINT NUMBER, POINT OF TANGENCY
CONN	CONNECTION	R	RADIUS, RIGHT
CONT	CONTINUOUS	RFCA	RESTRAINED FLANGED COUPLING ADAPTER
CSBC	CRUSHED SURFACE BASE COURSE	RP	RADIUS POINT
CSTC	CRUSHED SURFACE TOP COURSE	RPBA	REDUCED PRESSURE BACKFLOW ASSEMBLY
CY	CUBIC YARD	R / W	RIGHT OF WAY
DCVA	DOUBLE CHECK VALVE ASSEMBLY	S	SOUTH, SEWER, SLOPE
DI	DUCTILE IRON	SD	STORM DRAIN
DTL	DETAIL	SDMH	STORM DRAIN MANHOLE
DWG	DRAWING	SF	SQUARE FEET
E, EXST	EAST, EXISTING	SI	STREET OR STATION INTERSECTION
EG	EXISTING GRADE	SL	STREET LIGHT
EL	ELEVATION	SPEC	SPECIFICATION
ESMT	EASEMENT	SS	SANITARY SEWER
FF	FINISHED FLOOR	SSMH	SANITARY SEWER MANHOLE
FG	FINISHED GRADE	STA	STATION
FH	FIRE HYDRANT	STD	STANDARD
FIP	FEMALE IRON PIPE	S / W	SIDEWALK
FL	FLOW LINE / FLANGE(D)	TA	TOP OF ASPHALT
FND	FOUND (SURVEY RELATED)	TBC	TOP BACK OF CURB
FT	FEET	TBM	TEMPORARY BENCHMARK
GB	GRADE BREAK	TC	TOP OF CONCRETE
H, HORZ	HORIZONTAL	TG	TOP OF GRAVEL
HMA	HOT MIXED ASPHALT	TEL	TELEPHONE
HP	HIGH POINT	TYP	TYPICAL
IE, INV	INVERT ELEVATION	UIC	UNDERGROUND INJECTION CONTROL
IF	IRRIGATION FITTING	UTIL	UTILITY
IR	IRRIGATION	V, VERT	VERTICAL
L	LEFT / LENGTH	W, WTR	WEST, WATER
LF	LINEAL FEET	WF	WATER FITTING
MAX	MAXIMUM	WM	WATER METER
ME	MATCH EXISTING	WSPCS	WASHINGTON STATE PLANE COORDINATE SYSTEM
MH	MANHOLE		
MIN	MINIMUM		
MIP	MALE IRON PIPE		
MJ	MECHANICAL JOINT		

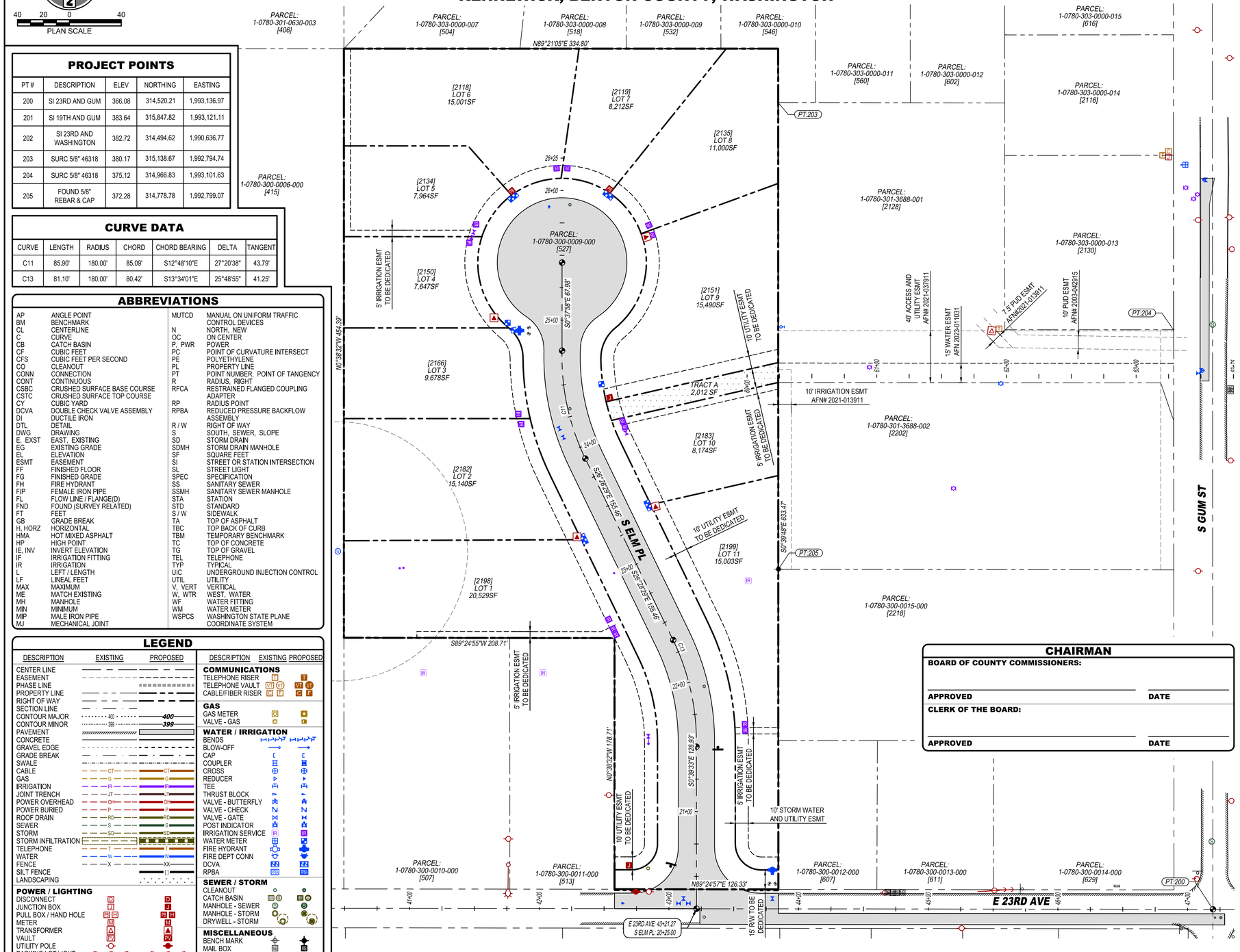
LEGEND

DESCRIPTION	EXISTING	PROPOSED
CENTER LINE		
EASEMENT		
PHASE LINE		
PROPERTY LINE		
RIGHT OF WAY		
SECTION LINE		
CONTOUR MAJOR	400	400
CONTOUR MINOR	399	399
PAVEMENT		
CONCRETE		
GRAVEL EDGE		
GRADE BREAK		
SWALE		
CABLE	CT	CT
GAS	G	G
IRRIGATION	IR	IR
JOINT TRENCH	JT	JT
POWER OVERHEAD	OH	OH
POWER BURIED	P	P
ROOF DRAIN	RD	RD
SEWER	S	S
STORM	SD	SD
STORM INFILTRATION		
TELEPHONE	T	T
WATER	W	W
FENCE	X	X
SILT FENCE		
LANDSCAPING		

POWER / LIGHTING

DISCONNECT, JUNCTION BOX, PULL BOX / HAND HOLE, METER, TRANSFORMER, VAULT, UTILITY POLE, PARKING LOT LIGHT, STREET LIGHT

DESCRIPTION	EXISTING	PROPOSED
COMMUNICATIONS		
TELEPHONE RISER	T	T
TELEPHONE VAULT	VT, VT	VT, VT
CABLE/FIBER RISER	C, F	C, F
GAS		
GAS METER		
VALVE - GAS		
WATER / IRRIGATION		
BENDS		
BLOW-OFF		
CAP		
COUPLER		
CROSS		
REDUCER		
TEE		
THRUST BLOCK		
VALVE - BUTTERFLY		
VALVE - CHECK		
VALVE - GATE		
POST INDICATOR		
IRRIGATION SERVICE	IR	IR
WATER METER		
FIRE HYDRANT		
FIRE DEPT CONN		
DCVA	DCVA	DCVA
RPBA	RPBA	RPBA
SEWER / STORM		
CLEANOUT		
CATCH BASIN		
MANHOLE - SEWER		
MANHOLE - STORM		
DRYWELL - STORM		
MISCELLANEOUS		
BENCH MARK		
MAIL BOX		
MONUMENT (IN CASE)		
SIGN		



OVERALL PLAN

SCALE: 1"=40'

CHAIRMAN

BOARD OF COUNTY COMMISSIONERS:

_____ _____

APPROVED **DATE**

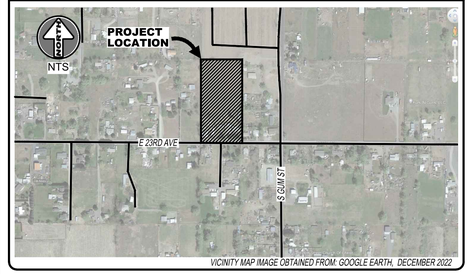
CLERK OF THE BOARD:

_____ _____

APPROVED **DATE**

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING

VICINITY MAP



VICINITY MAP IMAGE OBTAINED FROM: GOOGLE EARTH, DECEMBER 2022

SURVEYOR

AHBL
JOHN BECKER 509 380-5883
5804 ROAD 90, SUITE H
PASCO, WA 99301

DATUM - BENCHMARK

HORIZONTAL DATUM: NAD83 WSPCS, SOUTH ZONE
VERTICAL DATUM: NAVD88
BENCHMARK: FOUND 5/8" REBAR & CAP YPC MATARAZZO 46318 (2022)
ELEV: 372.28'

REFERENCE MATERIALS

1. TOPOGRAPHIC SURVEY, REFERENCE#2220287.50, DATED 04-21-2022, AHBL ADDITIONAL SURVEY INFORMATION DATED 05-03-2022
2. CITY OF KENNEWICK/ BENTON COUNTY STANDARD DETAILS.
3. EXISTING UTILITY LOCATION INFORMATION:
   - 3.1. SEWER, STORM, WATER, RECEIVED 12-13-2022, KENNEWICK GIS
   - 3.2. POWER MAP, RECEIVED 06-08-2022, BENTON PUD
   - 3.3. CABLE MAP, RECEIVED 06-14-2022, CHARTER/ SPECTRUM
   - 3.4. GAS MAP, RECEIVED 06-08-2022, CNGC
   - 3.5. PHONE MAP, RECEIVED 06-09-2022, ZIPLY
   - 3.6. FIBER MAP, RECEIVED 06-08-2022, NAONET

DRAWING INDEX

C1.0 COVER SHEET / OVERALL PLAN
C1.1 DEMOLITION PLAN
C1.2 OVERALL UTILITY PLAN
C2.0 OVERALL GRADING AND EROSION CONTROL PLAN
C3.0 S ELM PL PLAN AND PROFILE STA 20+00 TO 23+25
C3.1 S ELM PL PLAN AND PROFILE STA 23+25 TO 26+25
C4.0 E 23RD AVE PLAN AND PROFILE
C5.0 WATER EXTENSION PLAN
C6.0 NOTES
C6.1 DETAILS

UTILITY CONTACT INFORMATION

POWER: BENTON PUD, CHAD BROOKS 509-582-2175
PO BOX 6720, 2721 W 10TH AVE, KENNEWICK, WA 99336

FIBER OPTIC: NOANET, TOBY MEARS 509-947-0089

CABLE: SPECTRUM COMMUNICATIONS, RYAN SAMS 509-222-8755
639 N KELLOGG ST, KENNEWICK, WA 99336

GAS: CASCADE NATURAL GAS, WALTER ALLEN NELSON 509-378-5935
200 N UNION ST, KENNEWICK, WA 99336

IRRIGATION: COLUMBIA IRRIGATION, LILA FRESHMENT 509-586-6118
10 E KENNEWICK AVE, KENNEWICK, WA 99336

TELEPHONE: ZIPLY FIBER, HOMERO GONZALEZ 509-736-3734
4916 W CLEARWATER AVE, KENNEWICK, WA 99336

SEWER / WATER: COK PUBLIC WORKS, CALEB SHANNON 509-585-4289
1010 E CHEMICAL DRIVE, KENNEWICK, WA 99336

UTILITY SIGNATURES

POWER - BENTON PUD Chad Brooks 6/19/2023	**TELEPHONE** - ZIPLY FIBER HomeroGonzalez 6/22/2023
GAS - CASCADE NATURAL GAS (CNG) Nelson, Walter A. 6/21/2023	**IRRIGATION** - COLUMBIA IRRIGATION Curt Strifert 6/19/2023
CABLE - SPECTRUM COMMUNICATIONS Robert Early 6/28/2023	**FIBER OPTIC** - NOANET Mears, Toby 6/27/2023

SUB-2022-003/ CIV-2023-0025

CITY OF KENNEWICK FIRE DEPARTMENT

DFM. Ethan W. Bishop 6/29/2023

APPROVED BY CITY OF KENNEWICK FIRE DEPARTMENT / DATE

CITY OF KENNEWICK PUBLIC WORKS

John Cowling 7/6/2023

SIGNATURE / DATE

BENTON COUNTY PUBLIC WORKS

Matt Rasmussen 7/6/2023

SIGNATURE / DATE

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Designed By: C.BATAYOLA
File Name: 22-053.1 Desert Pines Subdivision Infrastructure 14 V6
File Path: P:\2022\22-053.1 Vitette Jungle, Marina E 23rd Ave Subdiv Planning\Dwgs
Drawn By: D.POOK
Plotted: June 15, 2023, 8:35:28 AM

Rev	Description	By	Date
0	FOR CONSTRUCTION	DLP	06-15-23

SEC 07 T08N R30E WM

DESERT PINES SUBDIVISION
COVER SHEET / OVERALL PLAN
527 E 23RD AVE, KENNEWICK, WA. 99337

Drawing Name

Client/Project Information
MARINA INFANTE/ LUCIO MENDOZA
BENTONBUILDERSLLC@HOTMAIL.COM
203212 E SR 397, KENNEWICK, WA. 99337

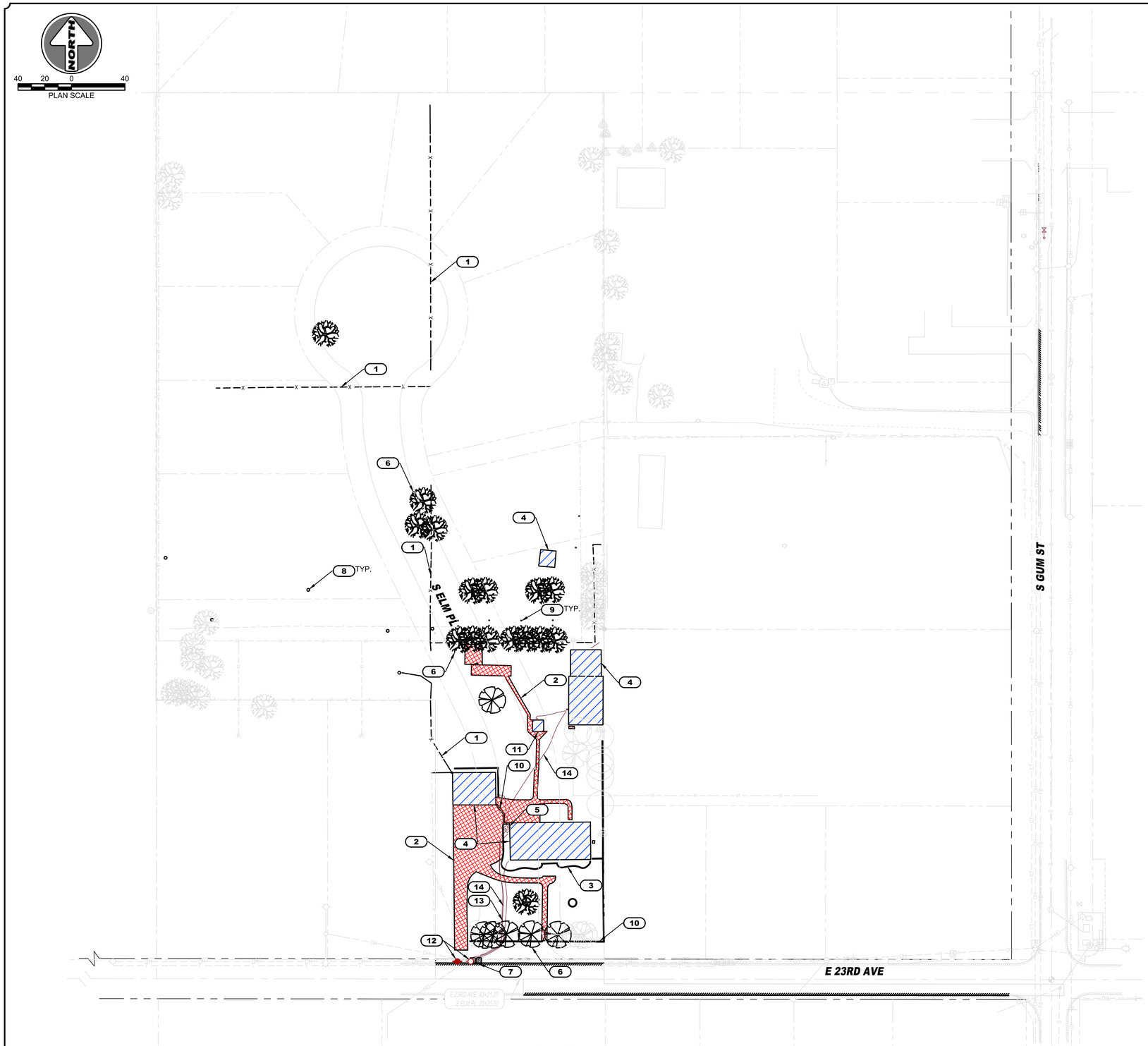
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CHRISTINE L. BATAYOLA — 42529 — REGISTERED PROFESSIONAL ENGINEER — STATE OF WASHINGTON — 6/15/23

Date	06-15-2023
Project Number	22-053.1
Sheet Number	C1.0

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DEMOLITION PLAN
SCALE: 1"=40'

KEY NOTES

1. REMOVE AND DISPOSE OF RAILROAD TIE FENCING (369 LF), BARBED WIRE FENCING (118 LF), CHAINLINK FENCING (108 LF), AND HOG WIRE FENCING (198 LF).
2. REMOVE AND DISPOSE OF CONCRETE DRIVEWAY/ WALKWAY APPROXIMATELY (4,084 SF).
3. REMOVE AND DISPOSE OF CURB AND GUTTER (202 LF).
4. REMOVE AND DISPOSE OF BUILDINGS (3,862 SF) AND GREENHOUSE (146 SF).
5. COORDINATE WITH BENTON PUD TO REMOVE POWER METER.
6. REMOVE AND DISPOSE OF ALL TREES, ARBORVITAE, AND LANDSCAPING, WITHIN PROPOSED RIGHT-OF-WAY.
7. RELOCATE MAILBOXES, 3 EA, COORDINATE WITH USPS AND HOMEOWNERS.
8. REMOVE AND DISPOSE OF ALL TIRES IN PROJECT AREA.
9. REMOVE AND DISPOSE OF ALL T-POSTS IN PROJECT AREA.
10. REMOVE AND DISPOSE OF INTERFERING BLOCK WALLS AND GATE APPROXIMATELY (274 LF).
11. DECOMMISSION EXISTING WELL IN ACCORDANCE WITH WAC 173-160-460.
12. REMOVE AND REPLACE (E) POWER POLE 10FT WEST. COORDINATE WITH BPUD.
13. POWER SERVICE TO BE REMOVED PRIOR TO DEMO OF EXISTING BUILDING.
14. CONTRACTOR TO REMOVE EXISTING CONDUITS AND CABLES.

SUB-2022-003/CIV-2023-0025

CITY OF KENNEWICK PUBLIC WORKS

John Cowling 7/6/2023
SIGNATURE / DATE

BENTON COUNTY PUBLIC WORKS

Matt Rasmussen 7/6/2023
SIGNATURE / DATE

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING

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Drawn By: D.POOK
File Name: 22-053.1 Desert Pines Subdivision Infrastructure 14 Vil
Plotted: June 15, 2023, 8:53:51 AM
File Path: P:\2022\22-053.1 Villetta Jungle, Marina E 23rd Ave Subdiv Planning\Dwgs

Rev	Description	By	Date
0	FOR CONSTRUCTION	DLP	06-15-23

SEC 07 T08N R30E WM

Drawing Name: **DESERT PINES SUBDIVISION**
DEMOLITION PLAN
527 E 23RD AVE, KENNEWICK, WA. 99337

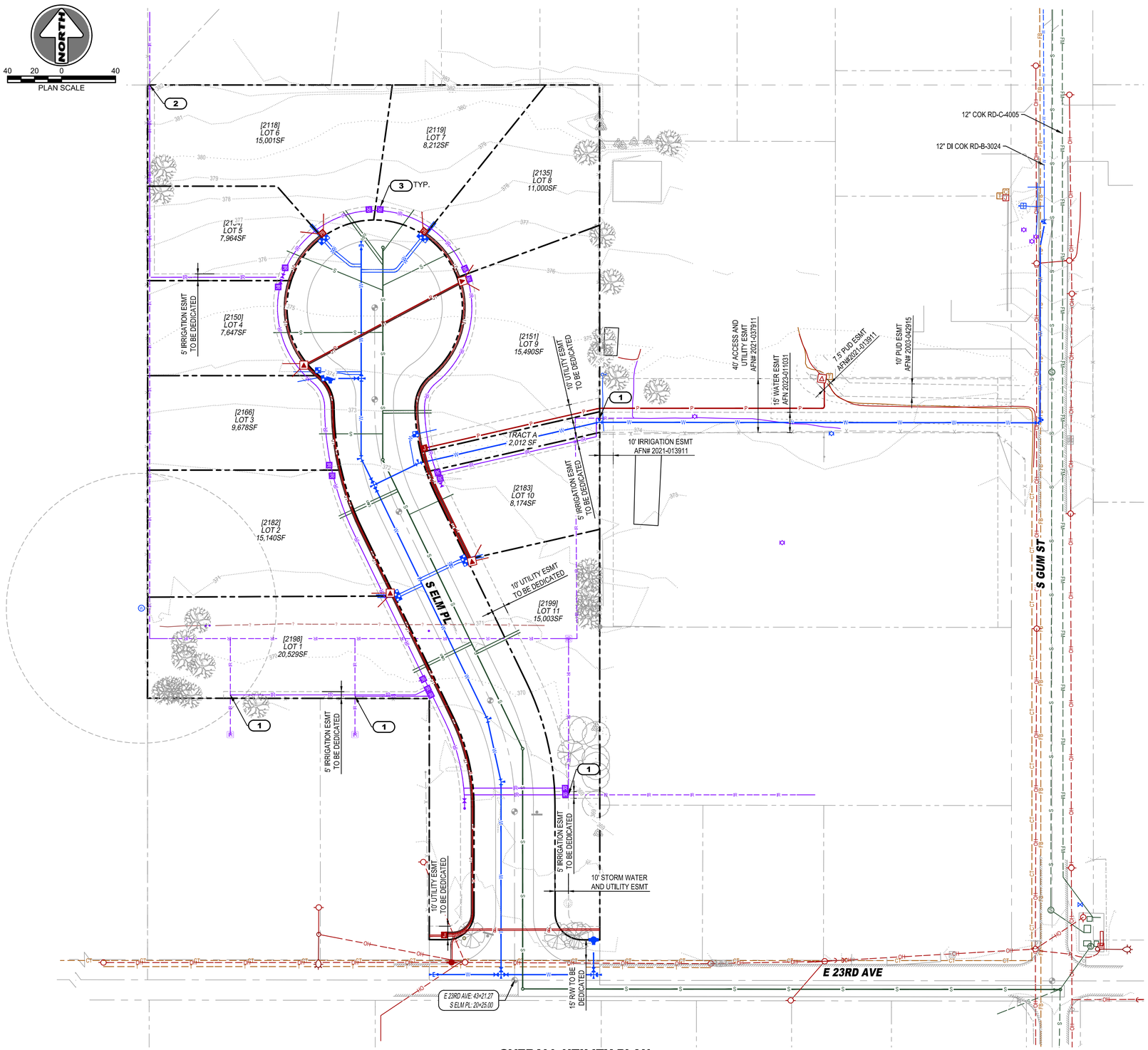
Client/Project Information:
MARINA INFANTE/ LUCIO MENDOZA
BENTONBUILDERSLLC@HOTMAIL.COM
203212 E SR 397, KENNEWICK, WA. 99337

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REGISTERED PROFESSIONAL ENGINEER 42529 STATE OF WASHINGTON 6/15/23

Date: 06-15-2023 ANSI D
Project Number: 22-053.1
Sheet Number: C1.1

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OVERALL UTILITY PLAN
SCALE: 1"=40'

NOTES

1. CONTRACTOR TO PROVIDE ALL TRENCHING AND BACKFILL AS NEEDED FOR INSTALLATION OF CONDUITS, NEW STRUCTURES, AND CONNECTION TO EXISTING STRUCTURES, UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO PROVIDE AND INSTALL ALL CONDUITS AND STRUCTURES, UNLESS OTHERWISE NOTED. COORDINATE WITH UTILITIES.

KEY NOTES

1. LOCATE AND CONNECT TO EXISTING IRRIGATION SERVICE.
2. DIG AND VERIFY LOCATION, SIZE, AND MATERIAL OF EXISTING IRRIGATION LINE. CONNECT NEW 6" PVC LINE TO EXISTING IRRIGATION MAIN.
3. IRRIGATION SERVICES FOR ALL NEW LOTS TO HAVE A 1" GALV RISER WITH 2" LATERAL PER CID SPECIFICATIONS FOR GRAVITY SYSTEM WITH LESS THAN 1/2 ACRE LOTS.

TABLE OF QUANTITIES

DESCRIPTION		QTY	UNITS
STREET AND PARKING			
	PAVING	27,612	SF
	4" GRAVEL	2,012	SF
WATER			
	6" PVC WATERMAIN	136	LF
	8" PVC WATERMAIN	1,065	LF
	12" DI WATERMAIN	149	LF
	FIRE HYDRANTS	2	EA
	WATER METERS	11	EA
	GATE VALVES	7	EA
	BUTTERFLY VALVES	2	EA
	BLOWOFF ASSEMBLIES	2	EA
	WATER SERVICES	11	EA
SEWER			
	8" PVC SEWERMAIN	953	LF
	MANHOLES	4	EA

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CITY OF KENNEWICK PUBLIC WORKS

John Cowling 7/6/2023
SIGNATURE / DATE

BENTON COUNTY PUBLIC WORKS

Matt Rasmussen 7/6/2023
SIGNATURE / DATE

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Drawn By: D POOK
File Name: 22-053.1 Desert Pines Subdivision Infrastructure 14 WI
Plotted: June 15, 2023, 8:33:33 AM
File Path: P:\2022\22-053.1 Infante Jungle, Marina E 23rd Ave Site\04 Planning\Design

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SEC TO7 T08N R30E WM

DESERT PINES SUBDIVISION
OVERALL UTILITY PLAN
527 E 23RD AVE, KENNEWICK, WA, 99337

Client/Project Information
MARINA INFANTE/ LUCIO MENDOZA
BENTONBUILDERSLLC@HOTMAIL.COM
203212 E SR 397, KENNEWICK, WA, 99337

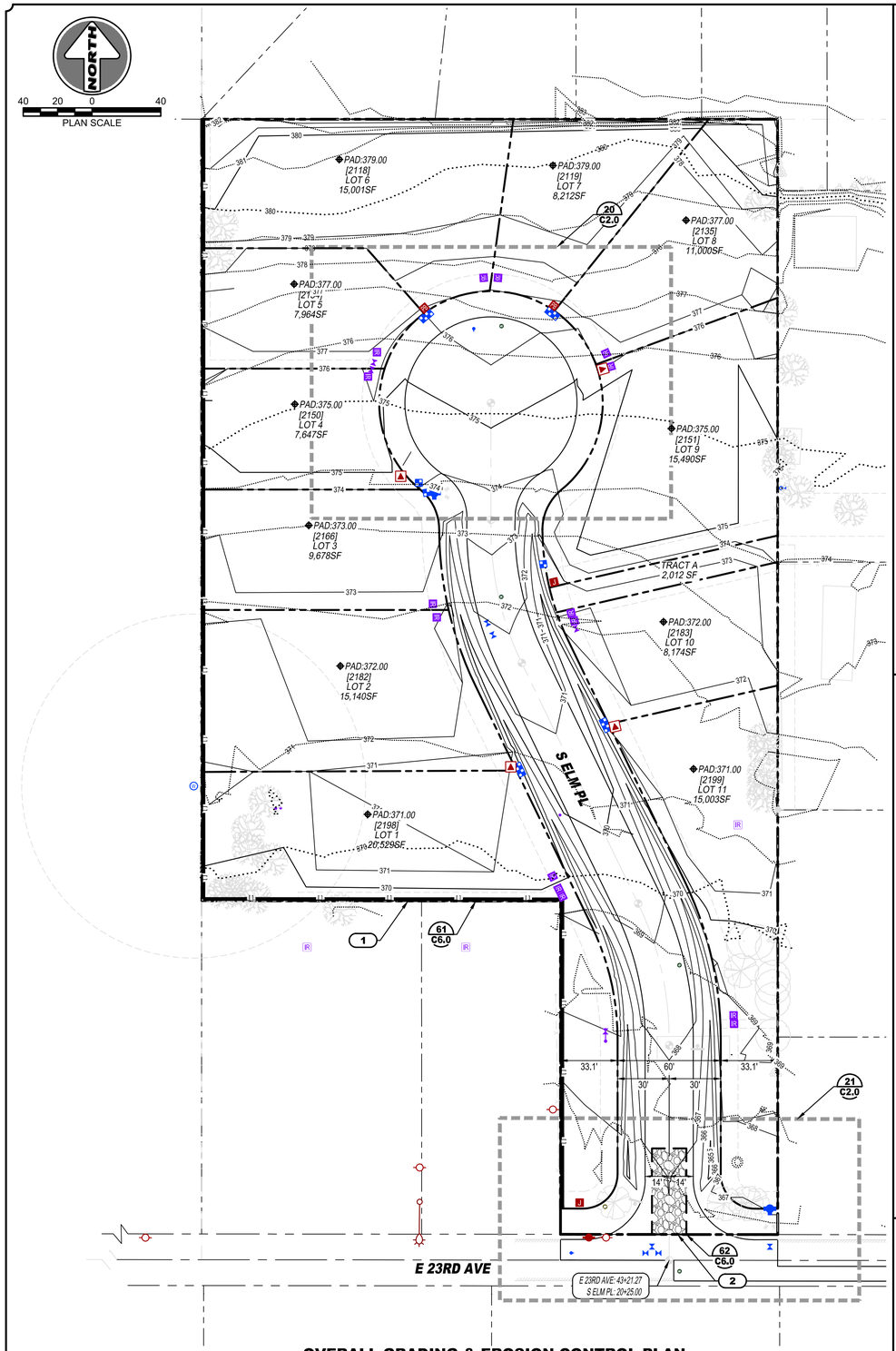
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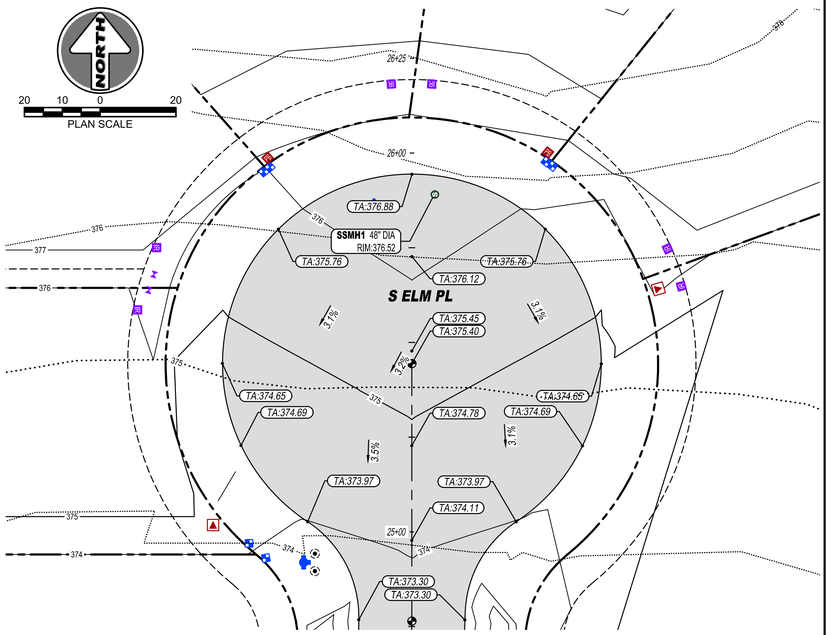
CHRISTINE C. BATAYOLA — 42529 — REGISTERED PROFESSIONAL ENGINEER — 6/15/23

Date: 06-15-2023
Project Number: 22-053.1
Sheet Number: C1.2
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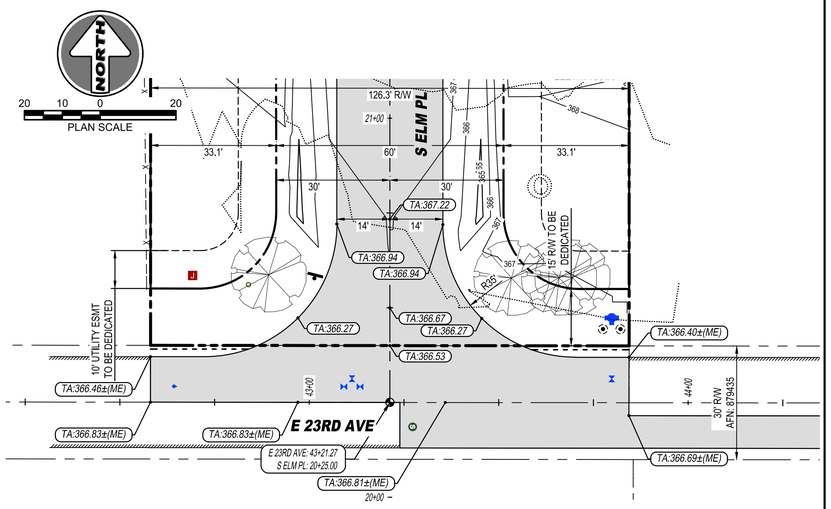
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OVERALL GRADING & EROSION CONTROL PLAN
SCALE: 1"=40'



CUL DE SAC PLAN (20 / C2.0)
SCALE: 1"=20'



INTERSECTION PLAN (21 / C2.0)
SCALE: 1"=20'

KEY NOTES

1. INSTALL APPROXIMATELY 842 LF OF SILT FENCE PER COR STD DWG S16, SHEET 3.
2. PROVIDE STABILIZED CONSTRUCTION ENTRANCE PER COR STD DWG S16, SHEET 2.

GRADING LEGEND

DESCRIPTION	EXISTING	PROPOSED
CONTOUR MAJOR		
CONTOUR MINOR		
SILT FENCE		
SWALE		

EROSION CONTROL NOTES

1. THIS PROJECT MAY REQUIRE COVERAGE UNDER THE WASHINGTON STATE GENERAL NPDES PHASE II PERMIT FOR CONSTRUCTION PROJECTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE PERMIT CONDITIONS. THE CITY HAS ADOPTED REVISED STANDARDS AFFECTING THE CONSTRUCTION OF NEW STORMWATER FACILITIES IN ORDER TO COMPLY WITH CONDITIONS OF ITS NPDES GENERAL MUNICIPAL STORMWATER PERMIT PROGRAM. THIS PROJECT, AND EACH PHASE THEREOF, SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE CITY'S STORMWATER PROGRAM IN PLACE AT THE TIME EACH PHASE IS ENGINEERED.
2. ALL CONSTRUCTION PROJECTS THAT DON'T MEET THE EXEMPTION REQUIREMENTS OUTLINED IN SECTION 2.2 OF THE STORM WATER MANAGEMENT MANUAL (SWMM) SHALL COMPLY WITH THE NPDES PERMIT. ALL CONSTRUCTION ACTIVITIES SUBJECT TO THIS TITLE SHALL COMPLY WITH THE STORMWATER MANAGEMENT MANUAL AND PREPARE A STORMWATER SITE PLAN. A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) OR SUBMISSION OF A COMPLETED EROSIVITY WAIVER CERTIFICATION IS REQUIRED AT THE TIME OF PLAN SUBMITTAL.
3. ALL BEST MANAGEMENT PRACTICES USED FOR STORMWATER TREATMENT OF FLOW CONTROL SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STORMWATER MANAGEMENT MANUAL FOR EASTERN WASHINGTON EXCEPT FOR WHERE CRITERIA ARE AMENDED BY THESE GUIDELINES.

EROSION CONTROL:

1. CONTRACTOR TO INSTALL ALL BEST MANAGEMENT PRACTICES (BMP'S) PRIOR TO BEGINNING SITE CONSTRUCTION.
2. ALL BMP'S ARE TO BE INSPECTED AND MAINTAINED DAILY DURING CONSTRUCTION.
3. SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL.
4. ALL VEHICLES LEAVING SITE ARE TO USE CONSTRUCTION ENTRANCES TO WASH WHEELS FOR MUD AND DUST CONTROL FROM LEAVING SITE.
5. EXISTING CATCH BASINS WITH POTENTIAL OF RECEIVING RUN-OFF FROM SITE CONSTRUCTION ARE TO BE PROTECTED WITH AN APPROVED BMP, LOCATIONS SHOWN ON PLAN.
6. ALL STORM DRAIN INLETS MADE OPERABLE DURING CONSTRUCTION SHALL BE COVERED WITH FILTER FABRIC TO PREVENT SEDIMENT ENTERING THE SYSTEM. THE FILTER FABRIC SHALL BE INSPECTED REGULARLY AND CLEANED WHEN NEEDED.
7. CONTRACTOR TO MINIMIZE DISTURBANCE FROM THEIR NATURAL STATE OF AREAS OUTSIDE STREETS, UTILITIES AND CONSTRUCTION STAGING AREAS.
8. CONSTRUCTION BYPRODUCTS (OILS, SOLVENTS, GLUES, ETC.) AND EXCESS MATERIALS (CONCRETE, ASPHALT, PAINT, ETC.) TO BE REMOVED FROM SITE AND DISPOSED OF PROPERLY.
9. CONTRACTOR TO INSTALL AND IMPLEMENT ADDITIONAL BMP'S AS SITE CONDITIONS OR FIELD CHANGES NECESSITATE. ALL CHANGES OR ADDITIONS TO THE EROSION CONTROL OR BMP'S ARE TO BE RELAYED AND COORDINATED THROUGH THE CERTIFIED EROSION AND SEDIMENT CONTROL LEAD (CESCL).
10. PROPERTIES ADJACENT TO THE PROJECT SITE THAT ARE SUBJECT TO POTENTIAL EROSION CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION THROUGH THE USE OF SILT FENCE, OR OTHER BMP SELECTED BY THE CONTRACTOR.
11. THE CONTRACTOR AND/OR OWNER SHALL BE RESPONSIBLE AT ALL TIMES FOR PREVENTING SILT-LADEN RUNOFF FROM DISCHARGING FROM THE PROJECT SITE, FAILURE TO DO SO CAN RESULT IN A FINE.
12. ALL DISTURBED SOILS, INCLUDING STOCKPILES, EXPOSED AND/OR UNWORKED FOR MORE THAN THE TIME PERIODS DESCRIBED BELOW: 30 DAYS (JULY 1 THRU SEPT 30) 15 DAYS (OCTOBER 1 THRU JUNE 30) SHALL BE PROTECTED FROM EROSION.
13. SILT FENCE TO BE LAYFIELD WBSF-124 WIREBACKED CONTINUOUS ROLL OR ENGINEER APPROVED EQUAL.
14. WATER OR USE A SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL.
15. ALL DISTURBED AREAS SHALL BE STABILIZED WITH A MINIMUM OF 4" OF 1¼" MINUS CRUSHED ROCK (CSBC) OR BE HYDROSEEDED. HYDROSEED SHALL BE APPLIED AT 60 LBS/ACRE WITH THE FOLLOWING SEEDING MIX: 40% ANNUAL RYEGRASS, 20% BLUE BUNCH WHEAT GRASS, 20% THICKSPIKE WHEAT GRASS, AND 20% SANDBERGS GRASS. ADDITIONALLY THE HYDROSEEDING SHALL INCLUDE 2,000 LBS/ACRE OF WOOD FIBER MULCH AND 50 LBS/ACRE OF GUAR BASED TACKIFIER.

GRADING NOTES

1. UP TO TOP 12" OF EXCAVATION CONTAINING ANY ORGANIC MATERIAL TO BE TEMPORARILY STOCKPILED ON SITE AND CANNOT BE USED AS COMPACTED STRUCTURAL FILL OR WITHIN RIGHT OF WAY.
2. STRUCTURAL FILL SHALL BE CLASSIFIED AS GP, BM, GW, SP, SM, SW OR ML (REFERENCING THE UNIFIED SOIL CLASSIFICATION SYSTEM), BE FREE OF PARTICLES LARGER THAN 6", HAVE LESS THAN 3% ORGANICS OR OTHER DELETERIOUS SUBSTANCES, AND HAVE APPROPRIATE MOISTURE CONTENT TO OBTAIN REQUIRED COMPACTION.
3. REMOVE ALL ORGANIC MATERIAL AND ROCKS/CONCRETE DEBRIS FROM MATERIAL USED AS FILL AND DISPOSE OF OFF-SITE.
4. MATERIAL PLACED AS FILL SHALL BE MOISTURE CONDITIONED TO WITHIN 2% OF OPTIMUM AND PLACED IN MAXIMUM 8" LOOSE LIFTS. COMPACT EACH LIFT TO 95% MAXIMUM DRY DENSITY PER MODIFIED PROCTOR (D1557).
5. TEST COMPACTION AT APPROXIMATELY ONE TEST PER LIFT PER 500 SF.

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CITY OF KENNEWICK PUBLIC WORKS

John Cowling 7/6/2023
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Matt Rasmussen 7/6/2023
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File Name: 22-053.1 Desert Pines Subdivision Infrastructure 14 Vil | Plotted: June 15, 2023, 8:35:37 AM
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Rev	Description	By	Date
0	FOR CONSTRUCTION	DLP	06-15-23

Drawing Name: OVERALL GRADING & EROSION CONTROL PLAN

Client/Project Information:
DESERT PINES SUBDIVISION
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MARINA INFANTE/ LUCIO MENDOZA
BENTONBUILDERSLLC@HOTMAIL.COM
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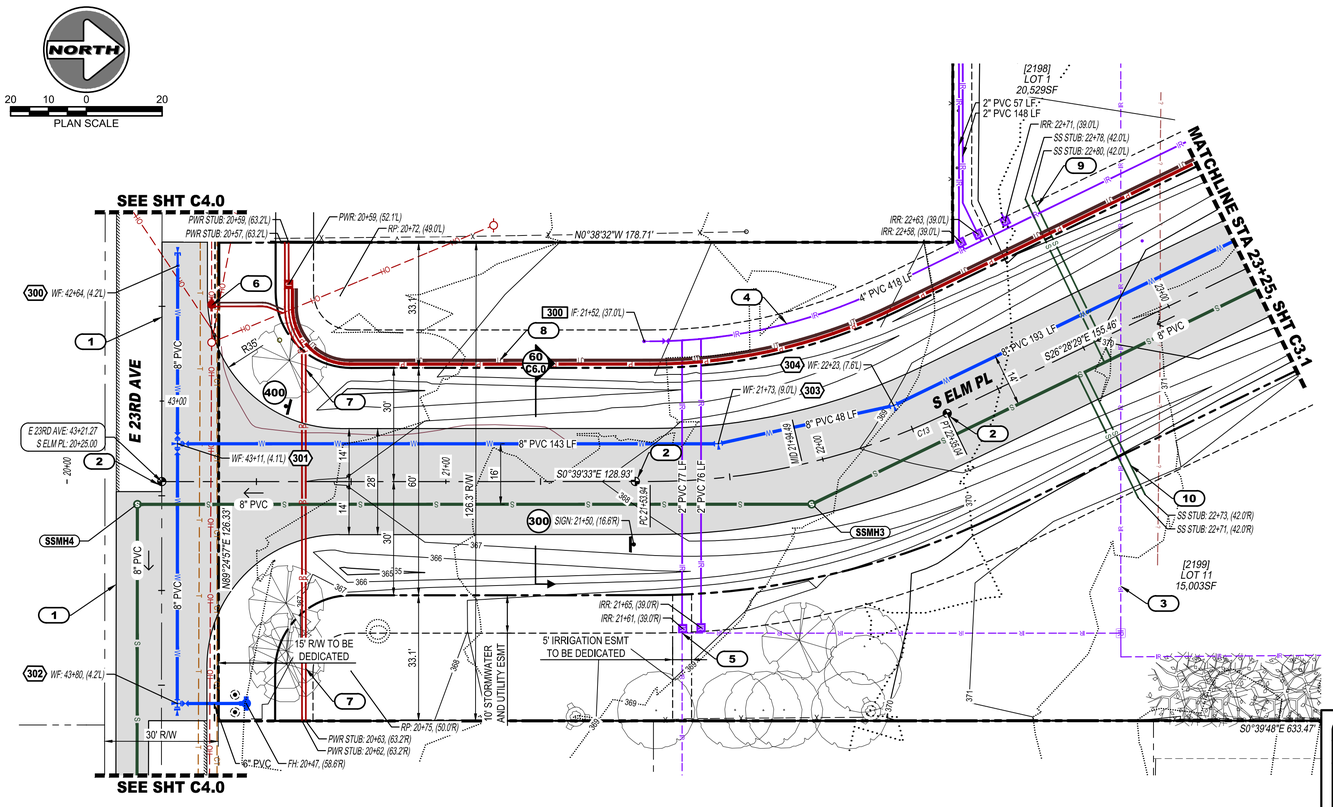
SEC TO7 T08N R30E WM

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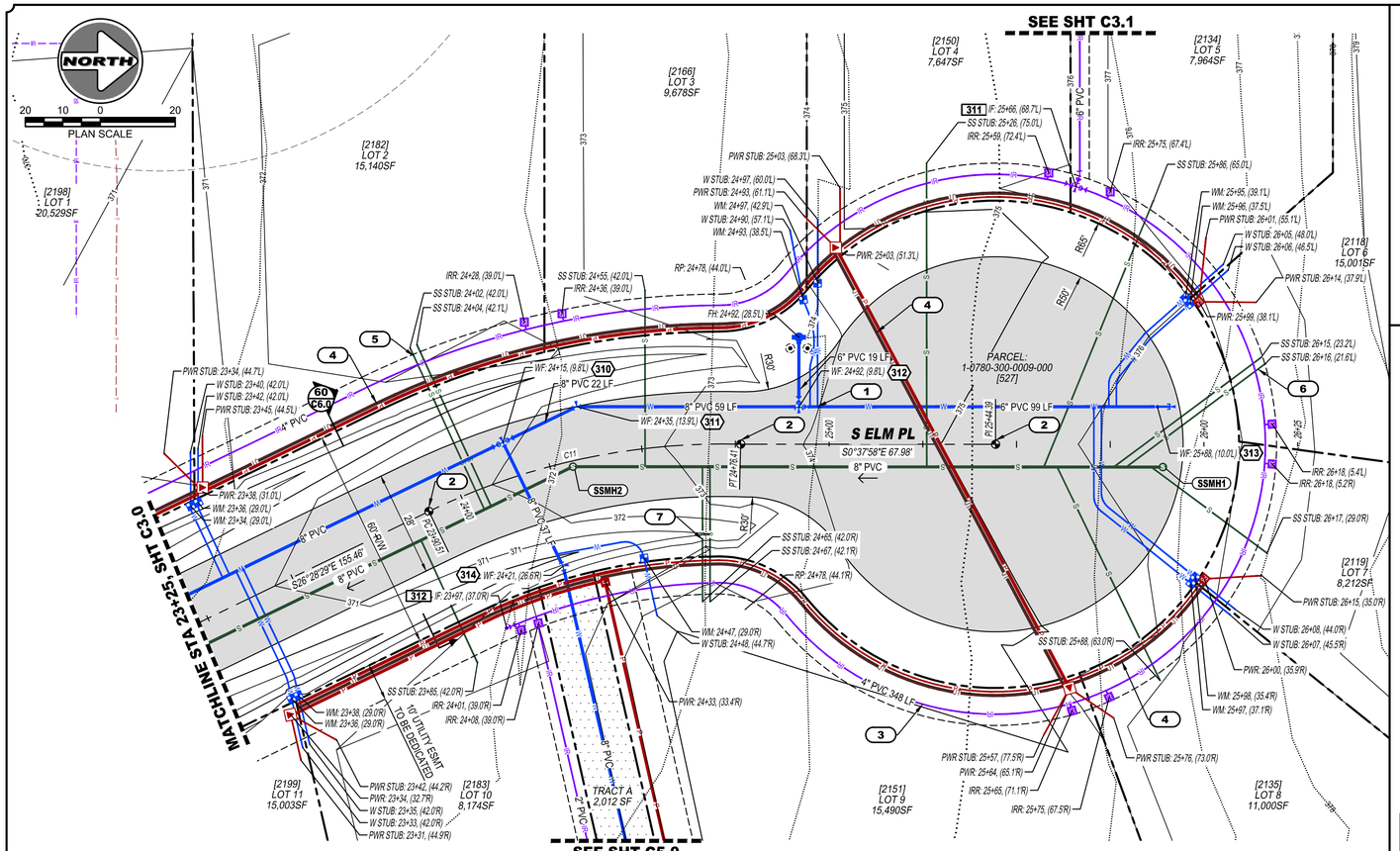
CRISTINE ENOLA BATAYOLA — 42529 — REGISTERED PROFESSIONAL ENGINEER — STATE OF WASHINGTON — 6/15/23

Date: 06-15-2023
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Project Number: 22-053.1
Sheet Number: C2.0

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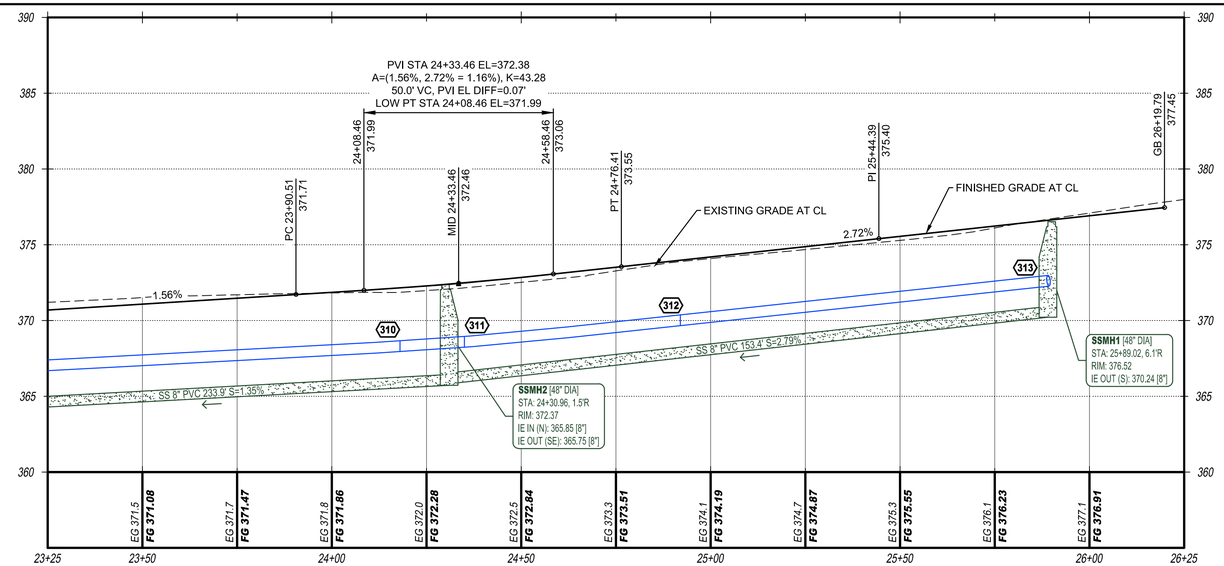

NORTH
20 10 0 20
PLAN SCALE
SEE SHT C4.0
SEE SHT C4.0
E 23RD AVE
S ELM PL
MATCHLINE STA 23+25 SHT C3.1
[2198]
LOT 1
20,529SF
[2199]
LOT 11
15,003SF
N0°38'32"W 178.71'
S0°39'33"E 128.93'
S0°39'48"E 633.47'
N89°24'57"E 126.33'
S26°28'29"E 155.46'
8" PVC 143 LF
8" PVC 48 LF
8" PVC 193 LF
4" PVC 418 LF
2" PVC 57 LF
2" PVC 148 LF
2" PVC 77 LF
2" PVC 16 LF
15' R/W TO BE DEDICATED
5' IRRIGATION ESMT TO BE DEDICATED
10' STORMWATER AND UTILITY ESMT
126.3' R/W
30' R/W
SSMH3
SSMH4
WF: 42+64, (4.2'L)
WF: 43+11, (4.1'L)
WF: 43+80, (4.2'L)
WF: 21+52, (37.0'L)
WF: 22+23, (7.6'L)
WF: 21+73, (9.0'L)
SIGN: 21+50, (16.6'R)
PWR: 20+59, (52.1'L)
RP: 20+72, (49.0'L)
PWR STUB: 20+59, (63.2'L)
PWR STUB: 20+57, (63.2'L)
IRR: 22+71, (39.0'L)
SS STUB: 22+78, (42.0'L)
SS STUB: 22+80, (42.0'L)
IRR: 22+63, (39.0'L)
IRR: 22+58, (39.0'L)
SS STUB: 22+73, (42.0'R)
SS STUB: 22+71, (42.0'R)
IRR: 21+65, (39.0'R)
IRR: 21+61, (39.0'R)
RP: 20+75, (50.0'R)
PWR STUB: 20+63, (63.2'R)
PWR STUB: 20+62, (63.2'R)
6" PVC
FH: 20+47, (58.6'R)
PC 21+53.94
PT 21+35.04
R35'
R30'
C13
L13
L14
L15
L16
L17
L18
L19
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S ELM PL PLAN 23+25 TO 26+25

SCALE: 1"=20'



S ELM PL PROFILE 23+25 TO 26+25

SCALE: 1"=20' (H), 1"=5' (V)

CURVE DATA

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA	TANGENT
C11	85.90'	180.00'	85.09'	S12°48'10"E	27°20'38"	43.79'

NOTES

1. SEE SHEET C2.0 FOR CUL DE SAC ELEVATIONS.
2. CONTRACTOR TO PROVIDE ALL TRENCHING AND BACKFILL AS NEEDED FOR INSTALLATION OF CONDUITS, NEW STRUCTURES, AND CONNECTION TO EXISTING STRUCTURES, UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO PROVIDE AND INSTALL ALL CONDUITS AND STRUCTURES, UNLESS OTHERWISE NOTED. COORDINATE WITH UTILITIES.
4. JOINT TRENCH WITH POWER AND LIGHTING TO INCLUDE CONDUITS AND PIPING FOR CABLE, FIBER, AND GAS. COORDINATE WITH UTILITIES.

KEY NOTES

1. WATER SERVICE TAPS TO BE 2 FT APART ON MAIN, TYP.
2. INSTALL MONUMENT PER BENTON COUNTY STD PLAN R-14B.
3. PROVIDE FITTINGS FOR IRRIGATION LINE AS NEEDED TO KEEP WITHIN EASEMENT.
4. PROVIDE AND INSTALL 2 - 2" CONDUITS FOR COMMUNICATIONS (ZIPLY AND CHARTER) IN JOINT TRENCH WITH POWER.
5. INSTALL 2 EA 4" SERVICES TO LOT 2 FOR DUPLEX.
6. INSTALL 2 EA 4" SERVICES TO LOT 6 FOR DUPLEX.
7. INSTALL 2 EA 4" SERVICES TO LOT 9 FOR DUPLEX.

WATER FITTINGS

NOTES:
1. NEW WATER MAIN TO BE INSTALLED WITH A MINIMUM COVER OF 42 INCHES.

310 1 - 8" TEE
2 - 8" GATE VALVES
1 - THRUST BLOCK PER COK STD DWG 4-6

311 1 - 8" 22.5° BEND
1 - THRUST BLOCK PER COK STD DWG 4-6

312 1 - 8"x8"x6" TEE
1 - 8"X6" REDUCER
1 - 6" GATE VALVE
1 - FIRE HYDRANT ASSEMBLY PER COK STD DWG 4-4, SHEET 1 (32.0'L)
2 - HYDRANT GUARD POSTS PER COK STD DWG 4-4, SHEET 2
1 - 3'x3'x4" CONCRETE PAD
1 - THRUST BLOCK PER COK STD DWG 4-6

313 1 - 2" BLOW-OFF ASSEMBLY PER COK STD DWG 4-1, SHEET 2
1 - 6" CAP
1 - THRUST BLOCK PER COK STD DWG 4-6

314 1 - 8" 11.25° BEND
1 - THRUST BLOCK PER COK STD DWG 4-6

IRRIGATION FITTINGS

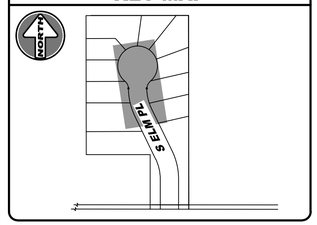
NOTES:
1. NEW IRRIGATION MAIN TO BE INSTALLED WITH A MINIMUM COVER OF 30 INCHES.

310 1 - 6" 90° BEND
1 - THRUST BLOCK PER CID STD SPEC B.5

311 1 - 4" TEE
1 - 4"X6" REDUCER
1 - 6" 22.5° BEND
1 - THRUST BLOCK PER CID STD SPEC B.5
2 - 4" GATE VALVES

312 1 - 4" GATE VALVE
1 - 2" BLOW OFF ASSEMBLY

KEY MAP



SUB-2022-003/CIV-2023-0025

CITY OF KENNEWICK PUBLIC WORKS

John Cowling 7/6/2023
SIGNATURE / DATE

BENTON COUNTY PUBLIC WORKS

Matt Rasmussen 7/6/2023
SIGNATURE / DATE

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING

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Designed By: C.BATAYOLA
Drawn By: D.POOK
File Name: 22-053.1 Desert Pines Subdivision Infrastructure 14 Vil
Plotted: June 15, 2023, 8:35:46 AM
File Path: P:\2022\22-053.1 Vitera Jungle, Marina E 23rd Ave Subdiv Planning\Dwgs

Rev	Description	By	Date
0	FOR CONSTRUCTION	DLP	06-15-23

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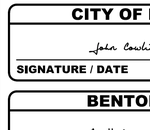
DESERT PINES SUBDIVISION
S ELM PL PLAN & PROFILE STA 23+25 TO 26+25

527 E 23RD AVE, KENNEWICK, WA 99337
203212 E SR 397, KENNEWICK, WA 99337

Client/Project Information
MARINA INFANTE/ LUCIO MENDOZA
BENTONBUILDERSLLC@HOTMAIL.COM

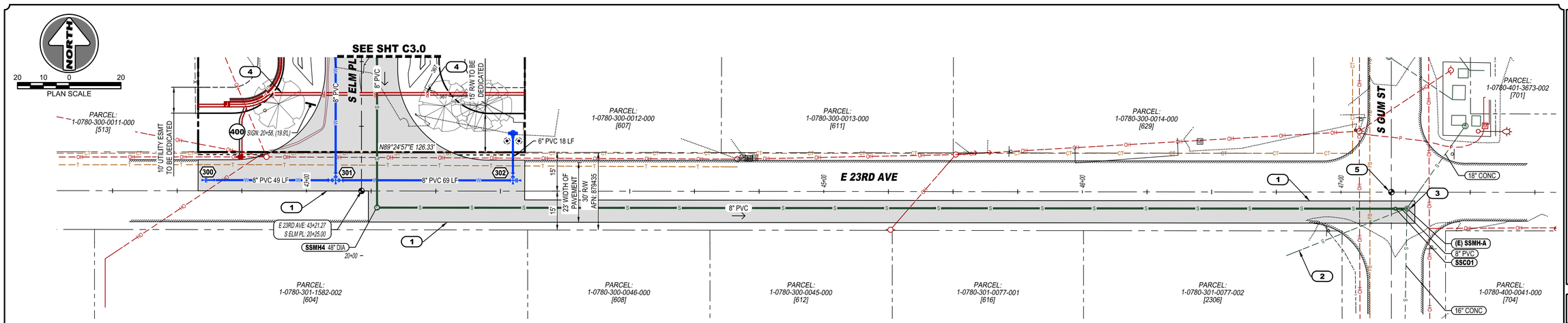
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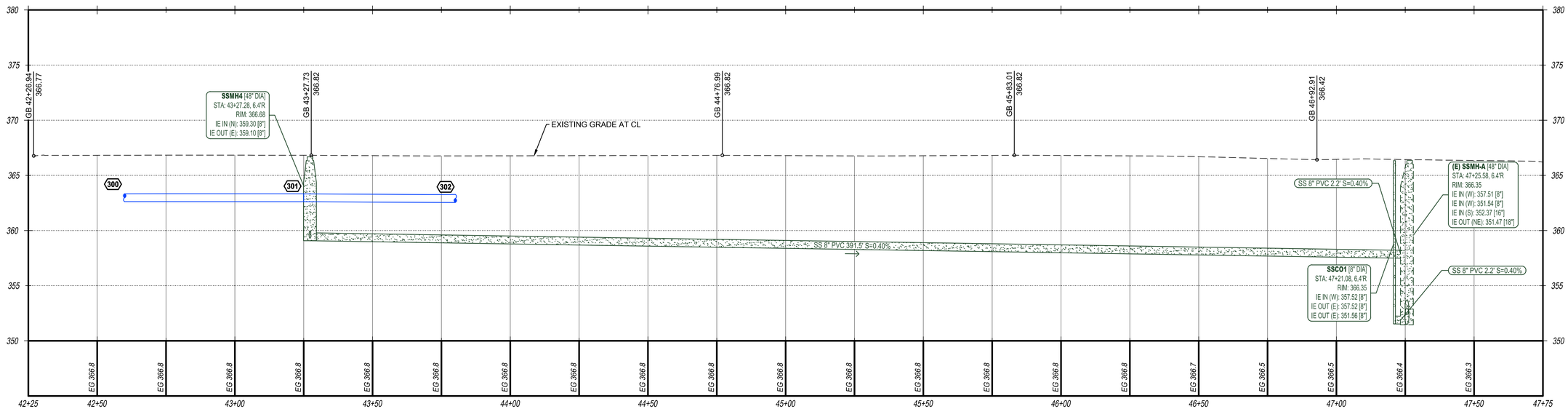


Date 06-15-2023
Project Number 22-053.1
Sheet Number C3.1
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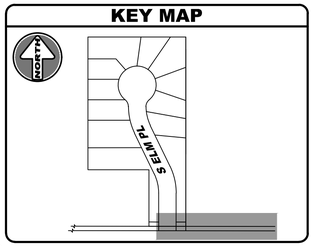


E 23RD AVE PLAN
SCALE: 1"=20'



E 23RD AVE PROFILE
SCALE: 1"=20' (H), 1"=5' (V)

KEY MAP



SIGN SCHEDULE

ID	NUMBER	SIGN TEXT / GRAPHIC	SIZE	LOCATION	REFERENCE
400	R1-1	STOP	30"x30"	PER PLAN	MUTCD
	-	E 23RD AVE	24"x8"	PER PLAN	BENTON COUNTY STD PLAN R-17
		S ELM PL	24"x8"		
	W14-1aR	DEAD END	36"x8"	PER PLAN	MUTCD

NOTES:
1. TYPICAL SIGN POSTS TO BE INSTALLED PER BENTON COUNTY STD PLAN R-16
2. DEAD END SIGN IMMEDIATELY ABOVE STOP SIGN. STREET NAME IMMEDIATELY ABOVE DEAD END SIGN SHALL BE PERPENDICULAR TO THE DEAD END SIGN.

KEY NOTES

1. SAW CUT CLEAN EDGE AS NEEDED. TRENCH REPAIR PER BENTON COUNTY STD PLAN R-5.
2. SHOWN AS UNKNOWN PIPE BLOCKED (SW) ON TOPO. CONTRACTOR TO VERIFY AND NOTIFY ENGINEER OF RECORD OF FINDINGS.
3. CONNECT TO EXISTING MANHOLE.
4. ADJUST ROUTE OF POWER TO AVOID EXISTING TREES.
5. PROTECT COK MONUMENT DURING CONSTRUCTION.

NOTES

1. SEE SHEET C2.0 FOR INTERSECTION GRADING.
2. CONTRACTOR TO PROVIDE ALL TRENCHING AND BACKFILL AS NEEDED FOR INSTALLATION OF CONDUITS, NEW STRUCTURES, AND CONNECTION TO EXISTING STRUCTURES, UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO PROVIDE AND INSTALL ALL CONDUITS AND STRUCTURES, UNLESS OTHERWISE NOTED. COORDINATE WITH UTILITIES.
4. JOINT TRENCH WITH POWER AND LIGHTING TO INCLUDE CONDUITS AND PIPING FOR CABLE, FIBER, AND GAS. COORDINATE WITH UTILITIES.

WATER FITTINGS

NOTES:
1. NEW WATER MAIN TO BE INSTALLED WITH A MINIMUM COVER OF 42 INCHES.

300 FOR FITTINGS SEE SHEET C3.0

301 FOR FITTINGS SEE SHEET C3.0

302 FOR FITTINGS SEE SHEET C3.0

SUB-2022-003/CIV-2023-0025

CITY OF KENNEWICK PUBLIC WORKS

Sara Cowley 7/6/2023

SIGNATURE / DATE

BENTON COUNTY PUBLIC WORKS

Matt Rasmussen 7/6/2023

SIGNATURE / DATE

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING

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Designed By: C.BATAYOLA
File Name: 22-053.1 Desert Pines Subdivision Infrastructure 14 V6
File Path: P:\2022\22-053.1 Infante Jungle, Marina E 23rd Ave Subdiv Planning\Dwgs

Rev	Description	By	Date
0	FOR CONSTRUCTION	DLP	06-15-23

SEC T07 T08N R30E WM

DESERT PINES SUBDIVISION
E 23RD AVE PLAN AND PROFILE
527 E 23RD AVE, KENNEWICK, WA, 99337

Client/Project Information
MARINA INFANTE/ LUCIO MENDOZA
BENTONBUILDERSLLC@HOTMAIL.COM
20321 2 E SR 397, KENNEWICK, WA, 99337

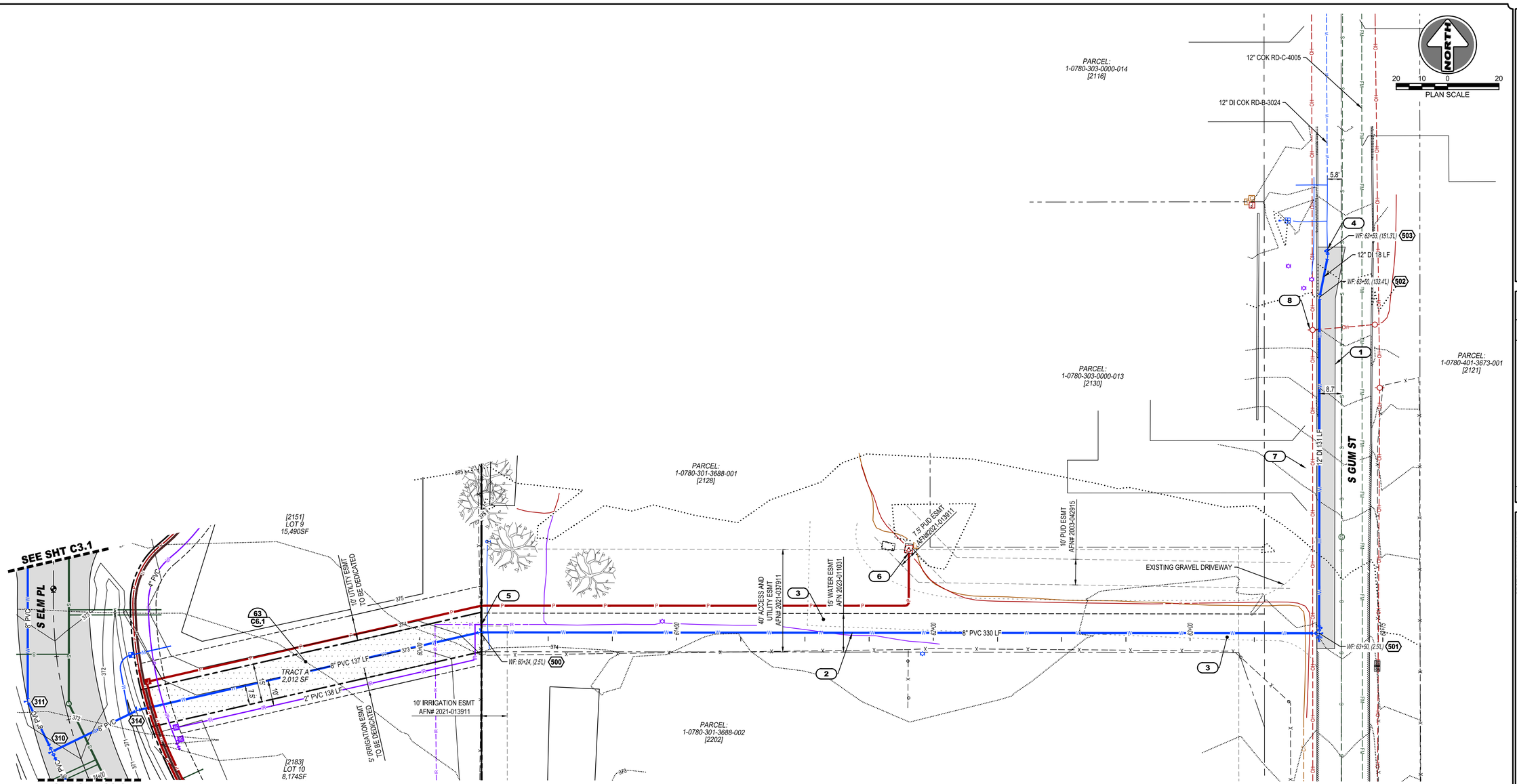
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Drawing Name

CHRISTIANE BATAYOLA — STATE OF WASHINGTON — 42529 — REGISTERED PROFESSIONAL ENGINEER — 6/15/23

Date: 06-15-2023 (ANSI D)
Project Number: 22-053.1
Sheet Number: C4.0

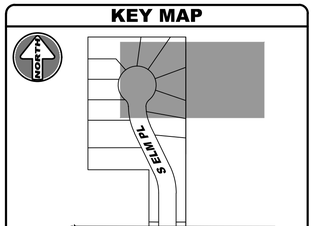
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WATER EXTENSION PLAN

SCALE: 1"=20'

KEY MAP



KEY NOTES

1. SAW CUT CLEAN EDGE AS NEEDED, TRENCH REPAIR PER BENTON COUNTY STD PLAN R-5.
2. COORDINATE WITH OWNERS PRIOR TO CONSTRUCTION OF UTILITIES IN EASEMENT.
3. RESTORE EXISTING SITE IMPROVEMENTS INCLUDING GRAVEL DRIVEWAY.
4. REMOVE BLOW OFF AND CONNECT TO EXISTING 12" WATER LINE. COORDINATE WITH THE CITY OF KENNEWICK PRIOR TO CONNECTION TO EXISTING WATER LINE.
5. CONNECT NEW 2" SERVICE LINE TO EXISTING IRRIGATION SERVICE.
6. COORDINATE WITH BENTON PUD ON NEW SERVICE TO DEVELOPMENT.
7. REPAIR EXISTING CONCRETE DRIVEWAY IF DAMAGED.
8. PROTECT EXISTING POWER POLE.

WATER FITTINGS

NOTES:
1. NEW WATER MAIN TO BE INSTALLED WITH A MINIMUM COVER OF 42 INCHES.

310 FOR FITTINGS SEE SHEET C3.0

311 FOR FITTINGS SEE SHEET C3.0

314 FOR FITTINGS SEE SHEET C3.0

500 1 - 8" 11.25° BEND
1 - THRUST BLOCK PER COK STD DWG 4-6

501 1 - 12x12x8" TEE
1 - 8" GATE VALVE
1 - 12" BUTTERFLY VALVE
1 - 12" BLIND FLANGE
2- THRUST BLOCKS PER COK STD DWG 4-6

502 1 - 12" 11.25° BEND
1 - THRUST BLOCK PER COK STD DWG 4-6

503 1 - 12" BUTTERFLY VALVE
1 - 12" 11.25° BEND
1 - THRUST BLOCK PER COK STD DWG 4-6

NOTES

1. REFER TO SHEET C1.0 FOR PROJECT POINTS.

SUB-2022-003/CIV-2023-0025

CITY OF KENNEWICK PUBLIC WORKS

John Cowling 7/6/2023
SIGNATURE / DATE

BENTON COUNTY PUBLIC WORKS

Matt Rasmussen 7/6/2023
SIGNATURE / DATE

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Plotted: June 15, 2023 8:35:56 AM
Designed By: C.BATAYOLA
File Name: 22-053.1 Desert Pines Subdivision Infrastructure 14 WI
File Path: P:\2022\22-053.1 Infinite Jungle, Marina E 23rd Ave Site\04 Planning\Design

Rev	Description	By	Date
0	FOR CONSTRUCTION	DLP	06-15-23

Drawing Name: DESERT PINES SUBDIVISION
WATER EXTENSION PLAN
527 E 23RD AVE, KENNEWICK, WA. 99337

SEC 07 T08N R30E WM

Client/Project Information
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BENTONBUILDERSLLC@HOTMAIL.COM
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CHRISTINE ENGLE BATAYOLA — 42529 — REGISTERED PROFESSIONAL ENGINEER — STATE OF WASHINGTON — 6/15/23

Date: 06-15-2023
Project Number: 22-053.1
Sheet Number: C5.0
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CONSTRUCTION NOTES

GENERAL NOTES:

1. ALL CONSTRUCTION WORK AND MATERIALS ARE TO BE IN CONFORMANCE WITH CURRENT BENTON COUNTY STANDARD SPECIFICATIONS AND DETAILS AND THE CURRENT EDITION OF WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION (M41-10), EXCEPT WHERE SECTION 3.3 OF THE GEOTECHNICAL NOTES SPECIFIES A GREATER LEVEL OF COMPACTION.
2. THE CONTRACTOR SHALL, AT ALL TIMES DURING CONSTRUCTION, MAINTAIN PROPER DUST CONTROL IN ACCORDANCE WITH THE REQUIREMENTS OF THE BENTON CLEAN AIR AUTHORITY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DIRT, MUD & OTHER CONSTRUCTION DEBRIS, WHICH MAY ACCUMULATE ON PAVED STREETS ADJACENT TO THE SITE AS A RESULT OF THE CONSTRUCTION ACTIVITY. CLEANING SHALL BE ON A DAILY BASIS. NO MATERIAL SHALL BE ALLOWED TO SET DRY OR BE WASHED INTO THE BENTON COUNTY STORM DRAINAGE SYSTEM.
4. ELEVATION GRADES ARE SET USING THE BEST ENGINEERING JUDGEMENT AND INFORMATION GIVEN. IF DISCREPANCIES, OMISSIONS, OR ERRORS ARE ENCOUNTERED DURING CONSTRUCTION STAKING, CONTACT HARMS ENGINEERING IMMEDIATELY BEFORE PROCEEDING WITH CONSTRUCTION.
5. ALL UTILITY LOCATIONS ARE APPROXIMATE, CONTRACTOR SHALL VERIFY EXACT LOCATIONS WITH UTILITY COMPANIES PRIOR TO TRENCHING
6. CERTIFICATION THAT ROAD CONSTRUCTION WAS CONSTRUCTED PER APPROVED PLANS AND STANDARD SPECIFICATIONS SHALL BE PROVIDED BY A LICENSED WASHINGTON STATE PROFESSIONAL ENGINEER.

ROAD CONSTRUCTION (BENTON COUNTY):

1. TRAFFIC THROUGH THE INTERSECTION SHALL REMAIN OPEN AT ALL TIMES. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE BENTON COUNTY ROAD DEPARTMENT FOR REVIEW BEFORE CONSTRUCTION.
2. BENTON COUNTY REQUIRES A PERFORMANCE BOND FOR UTILITY WORK WITHIN THE RIGHT OF WAY.
3. VISUAL INSPECTION SHALL BE REQUIRED BEFORE BACKFILLING. THEN COMPACTION TESTING AT THE TOP OF SUBGRADE AND FINISHED HMA. CALL AND SCHEDULE AT LEAST 24 HOURS BEFORE INSPECTION IS NEEDED.
4. CONTRACTOR SHALL COMPLETE AND SUBMIT A UTILITY ENCROACHMENT PERMIT APPLICATION TO BENTON COUNTY ROAD DEPARTMENT A MINIMUM OF 30 DAYS PRIOR TO STARTING WORK.
5. INSTALL TRENCH CROSSINGS PER BENTON CO STD PLAN R-5.
6. REPAIR ASPHALT SURFACING PER BENTON CO STD PLAN R-9.
7. INSTALL MONUMENT CASE AND COVER FOR STREET INTERSECTION PER BENTON CO STD PLAN R-14B.
8. 24 HOURS TO PAVING THE CONTRACTOR IS REQUIRED TO USE STERILANT AND PROVIDE THE COUNTY WITH A REPORT.
9. ASPHALT PLANTS SHALL PROVIDE PERCENT BINDER. PERCENT BINDER IS TO BE DETERMINED FROM SAMPLES COLLECTED DURING PAVING BY THE ENGINEERING CONSULTANT.
10. COMPACTION AND ASPHALT PLACEMENT SHALL FOLLOW THE MOST CURRENT VERSION OF THE WSDOT STANDARD SPECIFICATIONS.
11. COMPACTION TESTING RESULTS DONE BY AN INDEPENDENT AGENCY SHALL BE PROVIDED TO THE COUNTY PRIOR TO PLACEMENT OF ADDITIONAL LIFTS.
12. COMPACTION TESTS SHALL BE PERFORMED AT ONE-FOOT LIFTS FOR EACH MATERIAL.
13. ALL JOINTS BETWEEN NEW AND EXISTING ASPHALT SHALL BE CRACKSEALED.
14. BACKFILL SHALL BE PERFORMED BY WSDOT STANDARD SPECIFICATIONS.
15. COMPACTION TESTING IS REQUIRED EVERY 100 FEET FOR EVERY TWO FEET OF EARTH EMBANKMENT MATERIAL INSTALLED.
16. ALL EARTH EMBANKMENT MATERIAL AND TRENCH BACKFILL (AS SPECIFIED IN SECTION 2-03.3(14) OF THE WSDOT STANDARD SPECIFICATION) SHALL BE INSTALLED PER METHOD C (SEE SECTION 2-03.3(14)C.
17. COMPACTION TESTING IS REQUIRED EVERY 100 FEET FOR SUBGRADE AND TOP COURSE.
18. COMPACTION TESTING WILL BE REQUIRED EVERY 200 FEET FOR THE INSTALLATION OF HMA.
19. THE COUNTY SHALL BE INFORMED OF ALL COMPACTION TESTING AT LEAST 24 HOURS PRIOR TO ITS OCCURRENCE AND SHALL BE PRESENT FOR ALL TESTING UNLESS OTHERWISE SPECIFIED BY THE COUNTY ENGINEER. IF THE COUNTY CANNOT BE PRESENT, TESTING WILL NEED TO BE RESCHEDULED TO AN ADEQUATE TIME.
20. COMPACTION TEST DATA SHALL BE FURNISHED TO THE COUNTY ENGINEER WITHIN 24HR OF TESTING.
21. S ELM PL SHALL NOT BE OPENED TO PUBLIC TRAFFIC UNTIL IT HAS BEEN ACCEPTED BY THE COUNTY ENGINEER. A TYPE III BARRICADE SHALL BE USED AT ALL TIMES AT THE ENTRANCE.

SEWER (CITY OF KENNEWICK):

1. SEWER PIPE MATERIAL, PER COK SPECIFICATION 3-1.02:
   1.1. 8" PVC D3034-SDR35
2. WHEN A SANITARY SEWER MAIN LINE, STORM SEWER MAIN LINE, SEWER SIDE SERVICE, CATCH BASIN SERVICE STORM LINE OR UTILITY, CROSSES UNDER A 6-INCH OR 8-INCH AC WATER MAIN, THEN AFTER COMPLETION OF THE EXCAVATION AND INSTALLATION OF THE PIPE OR UTILITY, A 2 SACK CDF SAND SLURRY SHALL BE USED AS THE BACKFILL. THE CDF BACKFILL WILL BE PLACED FROM THE TRENCH BOTTOM TO A MINIMUM OF 2 FEET ABOVE THE AC WATER MAIN OR TO SUB-GRADE, WHICHEVER IS GREATER, AND 2 FEET EITHER SIDE MEASURED PERPENDICULARLY FROM THE OUTSIDE EDGE OF THE AC WATER MAIN. ADDITIONALLY THE AC WATER MAIN WILL BE EXPOSED TO A DISTANCE OF 2 FEET OUTSIDE OF THE TRENCH ON EACH SIDE AND FILLED WITH THE CDF BACKFILL TO A MINIMUM OF 2 FEET ABOVE THE AC WATER MAIN OR TO SUB-GRADE, WHICHEVER IS GREATER. WHEN ANY UTILITY TRENCH EXCAVATION CROSSES UNDER A 6-INCH AC WATER MAIN AND EXPOSES A JOINT, THE AC MAIN SHALL BE REMOVED AND REPLACED WITH CITY STANDARD C900 WATER MAIN TO A POINT 3 FEET OUTSIDE OF THE TRENCH ON BOTH SIDES, PER COK STANDARD SPECIFICATION 3-3.05.
3. MAINTAIN MINIMUM 10' HORIZONTAL SEPARATION AND 18" VERTICAL CLEARANCE BETWEEN SEWER AND WATER LINES.
4. INSTALL STANDARD MANHOLE PER COK STD DWG 3-2, SHEET 1.
5. INSTALL MANHOLE FRAME AND COVER PER COK STD DWG 3-3.
6. ADJUST MANHOLE FRAME AND COVER, VALVE BOX AND CLEANOUT PER COK STD DWG 3-4.
7. INSTALL OUTSIDE DROP CONNECTION (REQUIRED FOR INVERT DROPS OVER 2') PER COK STD DWG 3-5.
8. INSTALL SEWER SERVICE PER COK STD DWG 3-6.
9. INSTALL PIPE BEDDING FOR SANITARY SEWER PER COK STD DWG 4-7.

WATER (CITY OF KENNEWICK):

1. COORDINATE CONNECTION TO EXISTING WATER LINE WITH COK CREWS.
2. DOMESTIC WATER PIPE MATERIAL, PER COK SPECIFICATION 4-1.02:
   2.1. 4"-10" TO BE PVC DR18 CL150 PER ASTM D1784 CL 12454-A OR 12454-B.
   2.2. GREATER THAN 10" TO BE DUCTILE IRON, CL50 (AWWA C151).
3. SERVICE WATER MATERIAL PER COK SPECIFICATION 4-3.04:
   3.1. 1" USA MADE TYPE "K" SOFT COPPER.
   3.2. 2" PE TUBING, PERFORMANCE PIPE DRISCOPLEX 5100 ULTRALINE HDPE, 200 PSI, WITH COPPER TUBING OUTSIDE DIAMETER, OR APPROVED EQUAL.
4. WATER LINES SHALL HAVE A MINIMUM COVER OF 42".
5. WHERE WATER LINES CROSS SEWER LINES, MAINTAIN MINIMUM 18" VERTICAL SEPARATION BETWEEN LINES WITH WATER GOING OVER THE SEWER LINE.
6. INSTALL TEMPORARY 2" BLOW-OFF ASSEMBLY PER COK STD DWG 4-1, SHEET 1.
7. INSTALL FIRE HYDRANT WITH 5" STORZ ADAPTER AND CAP PER COK STD DWG 4-4, SHEET 1.
8. INSTALL HYDRANT GUARD POSTS PER COK STD DWG 4-4, SHEET 2.
9. INSTALL THRUST BLOCKING PER COK STD DWG 4-6, SHEET 1.
10. INSTALL MECHANICAL RESTRAINTS PER COK STD DWG 4-6, SHEET 2.
11. INSTALL WATER MAIN PIPE BEDDING PER COK STD DWG 4-7.
12. INSTALL TRACER WIRE AND VALVE STEM EXTENSION ON NON-METALLIC WATER MAINS PER COK STD DWG 4-9.
13. INSTALL 1" SINGLE WATER SERVICE FROM PVC WATER MAIN PER COK STD DWG 4-26.
14. INSTALL 1" DOUBLE WATER SERVICE FROM PVC WATER MAIN PER COK STD DWG 4-27.
15. INSTALL WATER METER PER COK STD DWG 4-31.
16. INSTALL HYDRANT AND BALLAST PER BENTON COUNTY STD PLAN R-11.

IRRIGATION (COLUMBIA IRRIGATION DISTRICT):

1. ALL NEW IRRIGATION FACILITY CONSTRUCTION AND ANY MODIFICATIONS TO AN EXISTING IRRIGATION SYSTEM SHALL BE COMPLETED IN CONFORMANCE WITH THE REQUIREMENTS OF THE CID STANDARD SPECIFICATIONS. ALL CONSTRUCTION WORK AND ACTIVITIES SHALL BE COMPLETED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND REGULATIONS.
2. PROVIDE CID A MINIMUM OF TWO (2) WORKING DAYS NOTICE PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON A PROJECT. THEREAFTER COORDINATE WORK WITH THE CID TO ENSURE TIMELY INSPECTION AND APPROVAL OF THE WORK.
3. NO BACKFILLING OR OTHER COVERING UP OF ANY WORK SHALL TAKE PLACE UNTIL THE CID HAS INSPECTED AND APPROVED THE WORK AND MATERIALS.
4. ALL CONNECTIONS BETWEEN NEW IRRIGATION SYSTEMS AND EXISTING CID IRRIGATION SYSTEM SHALL BE MADE BY CID PERSONNEL UNLESS OTHERWISE APPROVED BY THE CID. NO NEW IRRIGATION FACILITIES SHALL BE CONNECTED UNTIL THEY HAVE BEEN TESTED BY THE CONTRACTOR AND APPROVED BY THE CID. THE CONTRACTOR RESPONSIBLE FOR CONSTRUCTION OF THE NEW IRRIGATION FACILITIES SHALL COORDINATE THE CONNECTION WORK AND MATERIALS WITH CID. NEW IRRIGATION FACILITIES TO BE CONNECTED BY THE CID SHALL BE TERMINATED 5 FEET FROM THE CONNECTION POINT TO THE EXISTING IRRIGATION SYSTEM.
5. ALL IRRIGATION FACILITIES SHALL BE HYDROSTATICALLY TESTED AT 150 PSI UNLESS OTHERWISE APPROVED BY THE CID. THE PRESSURE SHALL BE HELD FOR A PERIOD OF ONE (1) HOUR AND SHALL HAVE NO MEASURABLE PRESSURE LOSS OVER THE DURATION OF THE TEST. THE TEST SHALL BE WITNESSED AND APPROVED BY THE CID.
6. CONCRETE COLLARS INSTALLED ON VALVES BOXES SHALL BE FORMED AND SHALL BE A MINIMUM OF SIX (6) INCHES THICK AND TWENTY FOUR (24) INCHES SQUARE OR ROUND. COLLARS SHALL BE INSTALLED FLUSH WITH THE GROUND SURFACE AND LEVEL. WHERE LOCATED IN EXISTING AND FUTURE LAWN LANDSCAPED AREAS COLLARS SHALL BE INSTALLED AT AN ELEVATION THAT ALLOWS MOWING.
7. IRRIGATION LINES SHALL HAVE A MINIMUM OF THIRTY (30) INCHES OF COVER. MAXIMUM COVER OVER THE PIPE SHALL BE FORTY EIGHT (48) INCHES.
8. ALL PIPE TWELVE (12) INCHES AND SMALLER IN SIZE SHALL BE POLYVINYL CHLORIDE (PVC), CLASS 200, DR 21 OR BETTER. PIPE TWO (2) INCHES IN DIAMETER AND SMALLER SHALL HAVE SOLVENT WELD JOINTS.
9. SERVICE RISERS:
   9.1. LATERAL PIPE SHALL BE CLASS 200, DR 21, PVC PIPE.
   9.2. PIPE FOR THE VERTICAL PORTION OF THE SERVICE RISERS SHALL BE GALVANIZED STEEL, SCHEDULE 40 THREADED PIPE. PIPE LENGTH SHALL BE DETERMINED BASED ON THE DEPTH OF LATERAL PIPE BURY AND THE REQUIREMENT THAT THE SERVICE RISER VALVE BE LOCATED TWELVE (12) INCHES ABOVE GRADE.
10. FITTINGS:
    10.1. FITTINGS USED ON PIPE FOUR (4) INCHES AND LARGER SHALL BE DUCTILE IRON AND MEET THE REQUIREMENTS OF AWWA C110 OR AWWA C153. DUCTILE IRON FITTINGS SHALL BE CEMENT MORTAR LINED IN ACCORDANCE WITH AWWA C104. JOINTS ON DUCTILE IRON PIPE SHALL BE MECHANICAL JOINTS UNLESS THE FITTINGS IS USED IN CONJUNCTION WITH A VALVE. JOINTS ASSOCIATED WITH VALVES MAY HAVE MECHANICAL JOINT OR FLANGED CONNECTIONS.
    10.2. FITTINGS USED ON PVC PIPE THREE (3) INCHES AND SMALLER SHALL BE INJECTION MOLDED SCHEDULE 40 PVC FITTINGS, OR BETTER, WITH SOLVENT WELD JOINTS AND SHALL MEET OR EXCEED THE PRESSURE RATING OF THE PIPE. THREADED PVC FITTINGS USED IN CONJUNCTION WITH SERVICE RISERS SHALL BE SCHEDULE 80 OR BETTER.
11. GATE VALVES: GATE VALVES TWO (2) INCHES AND LARGER SHALL HAVE DUCTILE IRON BODIES AND MEET THE REQUIREMENTS OF AWWA C509 OR AWWA C515. VALVES SHALL HAVE FLANGED OR MECHANICAL JOINTS, NON-RISING STEM, FULL-PORT WITH RESILIENT SEAT, AND HAVE A WORKING PRESSURE OF ONE HUNDRED FIFTY (150) PSI FOR VALVES TWELVE (12) INCHES AND SMALLER. GATE VALVES SHALL BE SUPPLIED WITH HAND-WHEELS IN ABOVE GROUND LOCATIONS AND TWO (2) INCH SQUARE OPERATING NUTS FOR BURIED INSTALLATIONS.
12. VALVE BOXES: VALVE BOXES SHALL BE CAST IRON, TWO PIECE SLIP TYPE WITH A BASE CORRESPONDING TO THE SIZE OF THE VALVE. CAST IRON VALVE BOXES SHALL BE COAL TAR PAINTED BY THE MANUFACTURER AND SHALL BE FURNISHED WITH A CAST IRON LID THAT IS UN-MARKED OR MARKED "IRR".
13. TRACER WIRE: TRACER WIRE SHALL BE COPPER, SINGLE STRAND #12 AWG WITH PURPLE UF INSULATION.
14. WARNING TAPE: WARNING TAPE SHALL BE INSTALLED TWELVE (12) INCHES BELOW FINISHED GRADE OVER ALL PIPE INSTALLED IN PUBLIC RIGHTS-OF-WAY AND IN EASEMENTS OTHER THAN IRRIGATION EASEMENTS. THE TAPE SHALL BE TWO (2) INCH WIDE, PURPLE IN COLOR AND CLEARLY MARKED "BURIED PIPELINE BELOW".
15. THRUST BLOCKS: THRUST BLOCKS SHALL BE INSTALLED AT ALL TEES, BENDS, ELBOWS, REDUCERS, AND OTHER FITTINGS (EXCEPT TEES INSTALLED AT SERVICE RISERS).
16. TRENCH BACKFILL: TRENCH BACKFILL IN AGRICULTURAL, LAWN AND LANDSCAPED AREAS SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D 698 AND SHALL BE SUFFICIENT TO PRECLUDE SETTLEMENT. BACKFILL IN AREAS SUBJECT TO TRAFFIC LOADS AND BENEATH STRUCTURES SHALL BE COMPACTED TO A MINIMUM OF 98% DENSITY IN ACCORDANCE WITH ASTM D 698.
17. PROVIDE SURVEY STAKES FOR PROPERTY CORNERS PRIOR TO CID INSPECTION SO THAT CID CAN VERIFY RISERS ARE ON THE CORRECT PARCEL.

STREET SIGNS (BENTON COUNTY):

1. PROVIDE STANDARD SIGNS, POSTS AND BRACKETS, PER BENTON COUNTY STD PLAN R-16
2. INSTALL TYPICAL SIGN POST PER BENTON COUNTY STD PLAN R-16
3. INSTALL STREET NAME SIGNS PER BENTON COUNTY STD PLAN R-17, (SHEETS 1 AND 2)
4. INSTALL TYPICAL SIGNS PER BENTON COUNTY STD PLAN R-17 (SHEET 3)
5. STREET NAME IMMEDIATELY ABOVE THE STOP SIGN SHALL BE PERPENDICULAR TO THE STOP SIGN.
6. PRIOR TO ORDERING SIGNS, VERIFY STREET NAMES WITH THE CITY GIS DEPARTMENT AT 509-585-4344

POWER (BENTON PUD):

1. THE CONTRACTOR TO PROVIDE ALL TRENCHING AND BACKFILL, PROVIDE AND INSTALL SECONDARY CONDUIT AND CONDUCTORS FROM THE TRANSFORMERS TO THE METER BASES.
2. BENTON PUD TO PROVIDE AND INSTALL THE PRIMARY CONDUIT, CONDUCTORS, TRANSFORMER BOXES, AND TRANSFORMERS.
3. ALL UTILITY WORK TO BE DONE IN ACCORDANCE WITH CURRENT BENTON PUBLIC UTILITIES DISTRICT (BPUD) STANDARDS AND SPECIFICATIONS.
4. MINIMUM TRENCH COVER REQUIREMENTS:
   4.1. 42" COVER FOR PRIMARY CABLE (OVER 600 VOLT).
   4.2. 32" COVER FOR SECONDARY CABLE (600 VOLT OR LESS).
5. BENTON PUD TYPICAL NOTES:
   5.1. THE CONTRACTOR WILL CALL ALL UNDERGROUND UTILITY COMPANIES FOR THEIR RESPECTIVE EXISTING UTILITY LOCATION PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ON THIS PROJECT. CALL 811 OR 1-(800)-424-5555 BEFORE YOU DIG.
   5.2. THE CONTRACTOR WILL COMPACT ALL UTILITY TRENCHING WITHIN STREET R/W TO 95% OF THE MAXIMUM DENSITY. THE CONTRACTOR WILL COMPACT ALL UTILITY TRENCHING OUTSIDE OF THE STREET R/W TO 85% OF THE MAXIMUM DENSITY.
   5.3. THE CONTRACTOR WILL PROVIDE ALL TRENCH AND BACKFILL NECESSARY FOR INSTALLATION OF BENTON COUNTY PUBLIC UTILITY DISTRICT (BPUD) FACILITIES.
   5.4. THE CONTRACTOR WILL COMPLY WITH BPUD STANDARDS AND SPECIFICATIONS. TYPICAL TRENCH WILL BE 16" MINIMUM WIDTH AND 42" MINIMUM COVER (NOT TO EXCEED 48" DEPTH WITHOUT CONTACTING BPUD TO ASSURE COMPLIANCE WITH WAC 296-155-657). ROAD CROSSING COVER MAY BE REDUCED TO 32" MEASURED FROM THE TOP OF CONDUIT. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO BPUD FACILITIES (INCLUDES PHYSICAL DAMAGE, GRADE CHANGES, CLEARANCE REDUCTIONS AND FILL SETTLING) ON THIS SITE.
   5.5. THE CONTRACTOR WILL PROVIDE ALL GRADES, PROPERTY CORNER LOCATIONS OR OTHER REFERENCE POINTS NECESSARY TO DETERMINE LOCATION AND DEPTH OF BPUD FACILITIES.
   5.6. THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING ALL PERMITS NECESSARY AS SET FORTH UNDER WAC 332-120. FURTHERMORE, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE IN COMPLIANCE WITH WAC 296-155-428, GENERAL REQUIREMENTS. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ADHERE TO ALL OF THE REQUIREMENTS OF THIS CHAPTER.
   5.7. IT IS THE DEVELOPER'S RESPONSIBILITY TO BE IN COMPLIANCE WITH WAC 296-46B-450, AS OUTLINED UNDER PARAGRAPH HEADING, EQUIPMENT FOR GENERAL USE - TRANSFORMERS AND TRANSFORMER VAULTS.
6. PROVIDE INSTALLATION CLEARANCES FOR COMMERCIAL AND RESIDENTIAL TRANSFORMERS PER BENTON PUD STD DWG Q-6C.
7. INSTALL TRANSFORMERS PER BENTON PUD STD DWG UG6-C, SHEETS 1 AND 2.
8. INSTALL METER PEDESTAL PER BENTON PUD STD DWG Q-5G.
9. INSTALL POWER CONDUITS PER BENTON PUD STD DWG UG3-2.

CABLE, FIBER OPTIC, GAS, AND PHONE:

1. CONTACT FRANCHISE UTILITIES (SPECTRUM COMMUNICATIONS, BENTON PUD BROADBAND (NOANET), CASCADE NATURAL GAS, AND ZIPLY FIBER) TO COORDINATE INSTALLATION IN JOINT TRENCH WITH POWER.

SUB-2022-003/CIV-2023-0025

CITY OF KENNEWICK PUBLIC WORKS

John Cowling 7/6/2023

SIGNATURE / DATE

BENTON COUNTY PUBLIC WORKS

Matt Rasmussen 7/6/2023

SIGNATURE / DATE

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING

CALL 2 BUSINESS DAYS BEFORE YOU DIG: 811

HARMS ENGINEERING, INC.
1632 W Sylvester Street, Pasco WA 99301 | 509.547.2679 | HarmsEngineering.com

Designed By: C.BATAYOLA
Drawn By: D.POOK
File Name: 22-053.1 Desert Pines Subdivision Infrastructure 14 V6
Plotted: June 15, 2023 8:35:51 AM
File Path: P:\2022\22-053.1 Infante Jungle, Marina E 23rd Ave Site\04 Planning\Dwgs

Rev	Description	By	Date
0	FOR CONSTRUCTION	DLP	06-15-23

SEC T07 T08N R30E WM

DESERT PINES SUBDIVISION
NOTES
527 E 23RD AVE, KENNEWICK, WA, 99337

Drawing Name

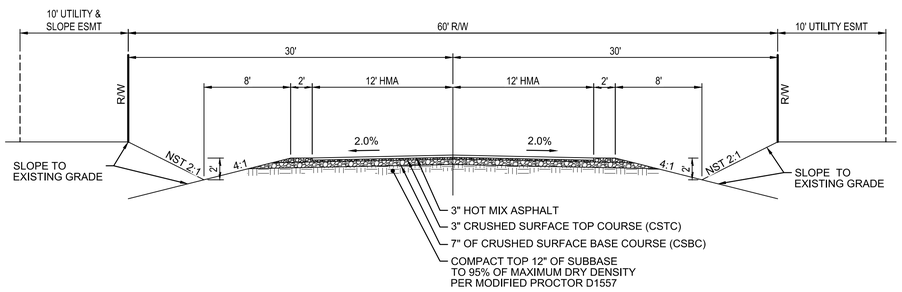
Client/Project Information
MARINA INFANTE/ LUCIO MENDOZA
BENTONBUILDERSLLC@HOTMAIL.COM
20321 2 E SR 397, KENNEWICK, WA, 99337

COPYRIGHT © 2021 HARMS ENGINEERING, INC. ALL RIGHTS RESERVED

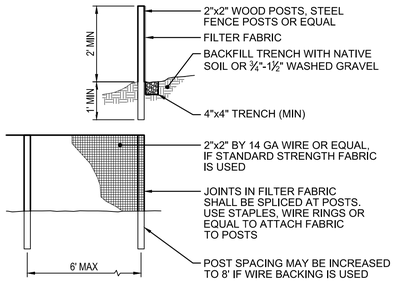
CHRISTIANE BATAYOLA — STATE OF WASHINGTON — 42529 — REGISTERED PROFESSIONAL ENGINEER
6/15/23

Date: 06-15-2023
ANSI D
Project Number: 22-053.1
Sheet Number: C6.0

DocuSign Envelope ID: B9459333-B15F-49C9-B4AB-3D92EEC33629

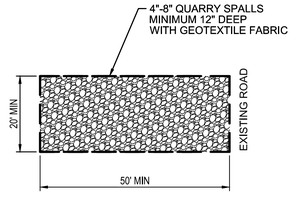


60 S ELM PL
C3.0, C3.1 SCALE: NTS



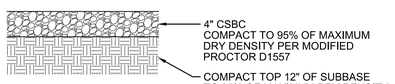
NOTE: TO BE INSTALLED PER WSDOT STD PLAN I-30.15-02 AND STANDARD SPEC 8-01.3(9)A2 AND 8-01.3(15)

61 SILT FENCE
C2.0 SCALE: NONE

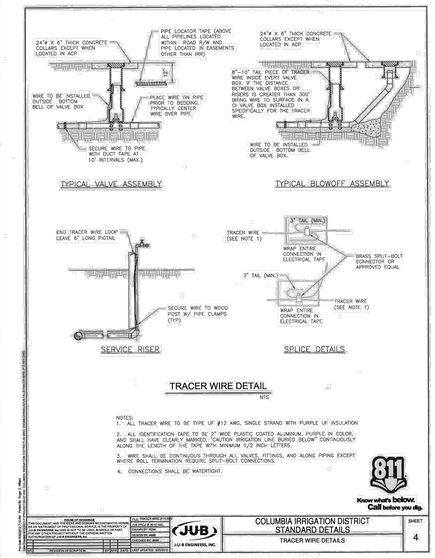


NOTE: TO BE INSTALLED PER WSDOT STD PLAN I-80.10-02 AND STANDARD SPEC 8-01.3(7)

62 STABILIZED CONSTRUCTION EXIT
C2.0 SCALE: NONE



63 GRAVEL SECTION
C5.0 SCALE: NONE



TRACER WIRE DETAIL
NTS

NOTES:
1. ALL TRACER WIRE TO BE TYPE UF #12 AWG, SINGLE STRAND WITH PURPLE UF INSULATION.
2. ALL IDENTIFICATION TAPE TO BE 2" WIDE PLASTIC COATED ALUMINUM, PURPLE IN COLOR, AND SHALL HAVE CLEARLY MARKED, "CAUTION IRRIGATION LINE BURIED BELOW" CONTINUOUSLY ALONG THE LENGTH OF THE TAPE WITH MINIMUM 1/2 INCH LETTERS.
3. WIRE SHALL BE CONTINUOUS THROUGH ALL VALVES, FITTINGS, AND ALONG PIPING EXCEPT WHERE BOLL TERMINATION REQUIRE SPLIT-BOLT CONNECTIONS.
4. CONNECTIONS SHALL BE WATERTIGHT.

811 Know what's below. Call before you dig.

| DESIGN OF DRAWINGS | | |

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EQUIPMENT REVOLVING AND RENTAL FUND AND SOLID WASTE FUND RE: EXPENDITURE CODING CORRECTION BETWEEN THE EQUIPMENT RENTAL AND REVOLVING FUND 5010 AND SOLID WASTE FUND 1550.

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

Dated this _____ day of _____, 2023

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: A Oropeza

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

FUND NUMBER: 5010 and 1550
DEPARTMENT NUMBER: 650 and 000
FUND NAME: ER&R and Solid Waste

TRANSFER FROM: Fund 5010				**TRANSFER TO:** Fund 1500			
BASE SUB 6 digit	**LINE ITEM** 4digit	**LINE ITEM Name**	**AMOUNT**	**BASE SUB** 6 digit	**LINE ITEM** 4digit	**LINE ITEM** Name	**AMOUNT**
5944800	56400	Equipment	29,346.78	5945400	56410	Capital Outlay - Vehicles	29,346.78
		TOTAL	**$ 29,346.78**			**TOTAL**	**$ 29,346.78**

rev 02.2017

EXPLANATION:
Vehicle #1140 for Solid Waste was not part of the replacement program and should have been paid for by the Solid Waste Fund, per Resolution 2023-190.

Vendor	Document	Invoice	Amount
105445 Bud Clary Ford/Hyund	27962	3NV286	29,283.18
999998 WA DOL LIC & REG	32080	155164483	63.60

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Aimee Oropeza

DATE: 6/30/2023

Approved:

Chairman of the Board

Commissioner

Commissioner

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023
Subject:	Execution of Contract w/Bruce Mechanical, LLC for the Canine Control HVAC Project
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing

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

By Resolution 2023-473 dated June 27, 2023, an award was made to Bruce Mechanical, LLC, Kennewick, Washington, for the Canine Control HVAC Project, and as directed, staff has prepared a contract for Board approval.

Our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract, and the contract in the amount of $161,038.00 plus WSST has been executed by Bruce Mechanical, LLC.

Fiscal Impact

Amount: $161,038.00 plus WSST

Fund: Capital Projects Fund

Recommendation

The Director of Operations & Capital Programs recommends that the Board authorize the Chairman to sign the Contract with Bruce Mechanical, LLC for the Canine Control HVAC Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH BRUCE MECHANICAL, LLC FOR THE CANINE CONTROL HVAC PROJECT

WHEREAS, by Resolution 2023-473 dated June 27, 2023, an award was made to Bruce Mechanical, LLC, Kennewick, Washington for the Canine Control HVAC Project, and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of $161,038.00 plus WSST has been executed by Bruce Mechanical, LLC; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded June 27, 2023, to Bruce Mechanical, LLC, in the amount of $161,038.00 plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED, that the Director of Operations & Capital Programs is hereby authorized to proceed with the Canine Control HVAC Project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the contract shall begin on the last date signed and expire on January 31, 2024, as described in the contract documents.

Dated this 18th day of July, 2023.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Commissioner.

Attest:_____
Clerk of the Board

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

Orig.: Faciltiies P. Schut
c: Auditor

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BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BRUCE MECHANICAL, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 5115 W. Brinkley Rd; STE C, Kennewick WA, 99338 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Bid Form dated June 8, 2023;
b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts; and
c. Exhibit C – Drawings & Energy Code Forms & Addenda.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on January 31, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall agrees to remove and replace in the current HVAC system in the Canine Shelter. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit C, "Drawings & Energy Code Forms", which is attached hereto and incorporated herein by reference.

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

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conjunction with the other contractor. In the event the requested work requires, under Federal, State, or local law, regulation, or ordinance the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and reasonable labor time for its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur without COUNTY's consent.

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

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Robert Kuch
Address:	5115 W Brinkley Rd; STE C Kennewick, WA 99338
Phone:	509-734-0669
Email:	robk@bruceinc.com

DocuSign Envelope ID: B42634B2-B68B-4225-ABA4-96A7D992C4C0

b. For COUNTY:

Name: Riley Ollero
Address: 7122 W Okanogan Place; Ste E330
Kennewick, WA 99336
Phone: 509-873-6053
Email: Riley.Ollero@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of One Hundred Sixty-One Thousand Thirty-Eight Dollars and Zero Cents ($161,038.00), excluding W.S.S.T., in accordance with Exhibit A, "Bid Form dated June 8, 2023", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Hundred Sixty-One Thousand Thirty-Eight Dollars and Zero Cents ($161,038.00), excluding W.S.S.T.

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

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

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

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6. INVOICING

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

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

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

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

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7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on

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

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

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336. Additionally, COUNTY may at any time request proof of continued insurance coverage or such other information it deems necessary to verify the required coverage from CONTRACTOR or its insurer.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond

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and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. Proof of the performance and payment bonds must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.

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

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

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

18. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

19. NONDISCRIMINATION

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

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20. DISPUTES

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

21. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

22. ENTIRE AGREEMENT

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

23. NOTICES

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

24. SEVERABILITY

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

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

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

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

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall

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so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. CONFIDENTIALITY

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

- This section was intentionally left blank -

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

Date:_____	Date: 7/10/2023
BENTON COUNTY	**BRUCE MECHANICAL, INC.**
	DocuSigned by: Mary Ann Bruce BA604EA57E08454...
Chairman Benton County Board of County Commissioners	Signature
	Officer
Approved as to Form:	Title:
DocuSigned by: Leeann Holt D9A9308B67BB475...	Mary Ann Bruce
Civil Deputy Prosecuting Attorney	PRINTED NAME

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BID FORM

CANINE CONTROL HVAC PROJECT

Company Name Bruce Mechanical, Inc.

ACKNOWLEDGEMENT OF ADDENDA:
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 6/5/2023 Addendum No. 2, dated _____

BID AMOUNT:

LUMP SUM (excluding sales tax) $ 161,038.00

LUMP SUM (excluding sales tax), in words One Hundred Sixty One Thousand Thirty Eight and No/100 Dollars

GENERAL ACKNOWLEDGEMENT:
The undersigned hereby certifies that they have examined the location of the work outlined in the request for proposal, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this project, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this project in accordance with the said plans, specifications and contract, and the above lump sum price.

BID BOND:
The undersigned hereby certifies that a proposal guaranty in an amount of five percent (5%) of the total bid, and in one of the forms as indicated below, is attached hereby:

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

CONTRACTOR'S LICENSE:
The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

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

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

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

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

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

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

SUBMISSION OF BID

Respectfully submitted this 6th day of June 2023.

COMPANY NAME: Bruce Mechanical, Inc.

AUTHORIZED SIGNATURE: [signature]

TYPE OR PRINT NAME: Mary A. Bruce

TITLE: Officer

STREET ADDRESS: 5115 W. Brinkley Road, Suite C

CITY, STATE, ZIP: Kennewick, WA 99338

TELEPHONE NO.: (509) 734-0669

EMAIL: RobK@bruceinc.com

CONTRACTOR'S LICENSE NO.: BRUCEMI951LB

UBI NO.: 602 489 281

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 309120-00-0

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EXHIBIT B

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

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is June 8, 2023. The
>
> public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; Bldg. A, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)737-3943 or by email at Procurement@co.benton.wa.us

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BENTON COUNTY ANIMAL CONTROL HVAC UPGRADE

MECHANICAL ABBREVIATIONS

AC	AIR COMPRESSOR
AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT (FURNACE)
APD	AIR PRESSURE DROP
APPROX	APPROXIMATELY
BCP	BOILER CIRCULATION PUMP
BDD	BACK DRAFT DAMPER
BLR	BOILER
BTUH	BRITISH THERMAL UNITS PER HOUR
CA	COMPRESSED AIR
CC	COOLING COIL
CFM	CUBIC FEET PER MINUTE
CO	CARBON MONOXIDE
CO	CLEANOUT
COMP	COMPRESSOR
COND	CONDENS(ER,-ING,-ATE)
COTG	CLEANOUT TO GRADE
CTP	COOLING TOWER PUMP
DB	DRY BULB
DF	DUCT FURNACE
DH	DUCT HEATER
DIFF	DIFFERENCE
DN	DOWN
(E)	EXISTING
EA	EXHAUST AIR
EAT	ENTERING AIR TEMPERATURE
EF	EXHAUST FAN
EFF	EFFICIENCY
EL	ELEVATION
ERV	ENERGY RECOVERY VENTILATOR
EUH	ELECTRIC UNIT HEATER
EVAP	EVAPORATOR
EWT	ENTERING WATER TEMPERATURE
EXT	EXTERNAL
FC	FAN COIL UNIT
FFE	FINISHED FLOOR ELEVATION
FLA	FULL LOAD AMPS
FLR	FLOOR
FT	FEET
G	(NATURAL) GAS
GA	GAUGE
GAL	GALLON(S)
GC	GENERAL CONTRACTOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GM	GAS METER
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GSM	GALVANIZED SHEET METAL
GUH	GAS UNIT HEATER
HC	HEATING COIL
HP	HEAT PUMP
HP	HORSEPOWER
IE	INVERT ELEVATION
IN	INCHES
LBS	POUNDS (WEIGHT)
LV	LOUVER
LRA	LOCKED ROTOR AMPS
MAX	MAXIMUM
MBH	BRITISH THERMAL UNITS PER HOUR (THOUSAND)
MCA	MINIMUM CIRCUIT AMPACITY
MIN	MINIMUM
MOCP	MAXIMUM OVERCURRENT PROTECTION
MVD	MANUAL VOLUME DAMPER
NC	NOISE CRITERIA
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OA	OUTSIDE AIR
OPER	OPERATING
PD	PRESSURE DROP
PH	PHASE
PSIG	POUNDS PER SQUARE INCH (GAGE)
RA	RETURN AIR
RH	RADIANT HEATER
RLA	RATED LOAD AMPS
RPM	REVOLUTIONS PER MINUTE
RTU	ROOFTOP UNIT
RV	ROOF VENT
SA	SUPPLY AIR
SF	SQUARE FEET
SP	STATIC PRESSURE
SST	SATURATED SUCTION TEMPERATURE
SST	STAINLESS STEEL
ST	STORAGE TANK
SUM	SUMMER
TEMP	TEMPERATURE
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
VFD	VARIABLE FREQUENCY DRIVE
W	WASTE
WB	WASHER BOX
WB	WET BULB
WC	WATER COLUMN
WG	WATER GAUGE
WIN	WINTER
WT	WEIGHT

PROJECT DESCRIPTION

THIS PROJECT INCLUDES THE FOLLOWING GENERAL TASKS:

1. REMOVAL OF EXISTING MAU IN KENNEL AREA.
2. REMOVAL OF EXISTING EXHAUST FANS AND LOUVERS IN KENNEL AREA.
3. REPLACEMENT OF THE MAU IN THE KENNEL AREA.

ITEMS WHICH APPLY TO ALL WORK SCOPE ITEMS:

1. ELECTRICAL COMPONENTS OF THIS PROJECT ARE TO BE DESIGN-BUILD BY THE CONTRACTOR. BIDDING CONTRACTOR SHALL BID A COMPLETE AND FUNCTIONING SYSTEM. SEE M002 FOR ADDITIONAL ELECTRICAL DESIGN BUILD NOTES.

2. INSTALL, CUT, AND PATCH WALLS, CEILINGS, AND OTHER BUILDING COMPONENTS AS NECESSARY TO ACCOMPLISH TASKS. AFTER WORK IS COMPLETE, ALL BUILDING COMPONENTS SHALL BE RESTORED TO SIMILAR CONDITION TO EXISTING AND PRESENT A NEAT, FINISHED APPEARANCE. PROVIDE NEW CEILING SURFACE, TILES, AND GRIDS WHICH MATCH EXISTING IF REQUIRED FOR INFILL OR WHERE DAMAGED DURING WORK. AT THE CONTRACTOR'S OPTION THE CONTRACTOR CAN REPLACE THE ENTIRE CEILING IN A GIVEN AREA OF WORK, THIS COST MUST BE INCLUDED IN THE BID.

3. DO NOT MAKE ANY BUILDING COMPONENT MODIFICATIONS WHICH COMPROMISE THE STRUCTURAL INTEGRITY OF THE BUILDING. IF SUCH MODIFICATIONS ARE NECESSARY TO ACCOMPLISH THE WORK, NOTIFY THE ENGINEER IMMEDIATELY FOR RESOLUTION PRIOR TO PROCEEDING.

4. ALL LIGHT FIXTURES ARE TO REMAIN, THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE AND INSTALL ANY LIGHT FIXTURE DAMAGED DURING WORK.

THIS DRAWING PACKAGE DOES NOT INCLUDE EXHAUSTIVE AS-BUILT DETAILS OF THE EXISTING SYSTEM COMPONENTS AND THEIR LOCATIONS. CONTRACTOR SHALL VERIFY EXACT QUANTITIES OF EQUIPMENT AND EXACT LOCATIONS OF EQUIPMENT IN BUILDING BASED UPON FIELD OBSERVATIONS AND EXISTING DOCUMENTATION AVAILABLE. INFORMATION IS BASED ON AVAILABLE DOCUMENTATION, FIELD OBSERVATIONS, AND ASSUMPTIONS.

HVAC GENERAL NOTES

A 100 (AIRFLOW (CFM), DIFFUSER TYPE (SEE SCHEDULE), AIR OUTLET SIZE)	
	LINED DUCTWORK
	RIGID ROUND DUCTWORK
	FLEXIBLE DUCTWORK
	SPIN-IN FITTING WITH DAMPER
	SUPPLY DUCT RISER
	RETURN/EXHAUST DUCT RISER
X / XX	EQUIPMENT TAG (SEE SCHEDULE)
T / X-XX	THERMOSTAT MOUNT
L	MANUAL VOLUME DAMPER
M	MOTOR OPERATED DAMPER
BDD 24x24	BACK DRAFT DAMPER
	SUPPLY DIFFUSER
	RETURN DIFFUSER
TS	TEMPERATURE SENSOR
CO2	CARBON DIOXIDE SENSOR
SD	SMOKE DETECTOR
FD	FIRE DAMPER
F/S	FIRE SMOKE DAMPER
	SUPPLY AIR FLOW
	RETURN/EXHAUST AIR FLOW
T+ / B+	DUCT ELEVATION CALL OUT
	HVAC/PLUMBING DEMOLITION LINE
	HVAC/PLUMBING DEMOLITION HATCH

DRAWING LIST

M001 - TITLE SHEET

M002 - 2018 WSEC NOTES

MD101 - HVAC DEMO FLOOR PLAN

M101 - HVAC FLOOR PLAN

M501 - MECHANICAL DETAILS

M601 - MECHANICAL SCHEDULES

M701 - MECHANICAL SPECIFICATIONS

PROJECT GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF SITE CONDITIONS, INSTALLATION STANDARDS AND CONSTRUCTION CONDITIONS. FIELD VERIFY ALL NECESSARY DIMENSIONS. DISCREPANCIES BETWEEN SITE CONDITIONS AND THE CONSTRUCTION DRAWINGS SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER. WORK DONE WITHOUT THE ENGINEER'S APPROVAL IS THE RESPONSIBILITY OF THE CONTRACTOR.
2. DRAWINGS MAY BE REDUCED, VERIFY SCALE.
3. THE CONTRACTOR ALONE SHALL BE RESPONSIBLE FOR SAFETY. THE CONTRACTOR SHALL PROVIDE ADEQUATE SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER NEEDED ACTIONS NECESSARY TO PROTECT THE LIFE, HEALTH AND SAFETY OF THE PUBLIC AND TO PROTECT PROPERTY IN CONNECTION WITH THE WORK COVERED BY THE CONTRACT.
4. ALL ELECTRICAL MODIFICATIONS REQUIRED BY THE WORK OF THIS PROJECT SHALL BE DESIGN-BUILD BY CONTRACTOR. ALL DESIGN AND INSTALLATION WORK, MATERIALS, PERMITS, INSPECTIONS, ETC. SHALL BE PROVIDED BY CONTRACTOR. NO ELECTRICAL DESIGN INFORMATION IS PROVIDED IN THESE DRAWINGS. COORDINATE WITH EQUIPMENT CHANGES NOTED HEREIN AND IN FIELD.
5. ALL ARCHITECTURAL MODIFICATIONS AND ADDITIONS INCLUDING NEW DUCT CHASE CONSTRUCTION AND CEILING REMOVAL, PATCHING, AND REINSTALLATION, SHALL BE DESIGN-BUILD BY CONTRACTOR. ALL DESIGN AND INSTALLATION WORK, MATERIALS, PERMITS, INSPECTIONS, ETC. SHALL BE PROVIDED BY CONTRACTOR.
6. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED BY ANY AUTHORITY HAVING JURISDICTION OVER THE WORK AND SHALL BE IN COMPLIANCE WITH SAID AGENCY STANDARDS AND SHALL ARRANGE ALL INSPECTION REQUIRED BY THESE AGENCIES.
7. COORDINATE WITH OWNER TO VERIFY PLAN FOR TEMPORARY RELOCATION OF EQUIPMENT AND OPERATIONS CONDUCTED IN THIS FACILITY. OWNER SHALL BE RESPONSIBLE FOR MOVING ALL NON-BUILDING EQUIPMENT AND ALL COSTS ASSOCIATED WITH TEMPORARY OPERATION PROVISIONS CONDUCTED ELSEWHERE.

PROJECT INFORMATION

PROJECT NAME:	BENTON COUNTY ANIMAL CONTROL HVAC UPGRADE
PROJECT ADDRESS:	1116 GRANT PLACE, KENNEWICK, WA 99338
DESCRIPTION:	HVAC UPGRADE
OWNER: OWNER'S REP.	BENTON COUNTY ROBERT BLAIN 620 MARKET STREET PROSSER, WA 99350
PROJECT MANAGER:	MEIER ARCHITECTURE•ENGINEERING COLIN BATES 509-735-1589 12 W. KENNEWICK AVE, KENNEWICK WA, 99336
MECHANICAL ENGINEER:	MEIER ARCHITECTURE•ENGINEERING JEREMIAH NEWELL 509-735-1589 12 W. KENNEWICK AVE, KENNEWICK WA, 99336

HVAC GENERAL NOTES

1. ALL DUCT SHALL HAVE A MINIMUM OF 1-1/2" EXTERNAL DUCT WRAP INSULATION COMPLYING WITH LOCAL ENERGY CODE UNLESS NOTED OTHERWISE. UNLESS OTHERWISE NOTED, RECTANGULAR DUCTWORK SHALL HAVE MINIMUM 1" THICK ACOUSTIC LINER. DUCT WRAP INSULATION MAY BE OMITTED IF DUCT LINER PROVIDES MINIMUM INSULATION VALUES REQUIRED BY ENERGY CODE. ALL DUCT DIMENSIONS SHOWN ON DRAWINGS ARE NET INSIDE DIMENSIONS UNLESS NOTED OTHERWISE.
2. ALL JOINTS AND SEAMS ON SUPPLY, RETURN, AND EXHAUST AIR DUCTS SHALL BE SEALED PER LOCAL ENERGY CODE WITH DUCT SEALING COMPOUND.
3. PROVIDE AND INSTALL TURNING VANES IN ALL RECTANGULAR 90° ELBOWS AND TEES
4. INSULATED FLEXIBLE DUCT MAY BE USED FOR FINAL CONNECTIONS TO CEILING DIFFUSERS AND GRILLES. FLEXIBLE DUCT RUNS SHALL BE NO LONGER THAN 6'-0" IN LENGTH. ENSURE THAT THE INSIDE RADIUS OF ALL BENDS IS EQUAL TO OR GREATER THAN 1.5 TIMES THE DUCT DIAMETER. ATTACH ALL FLEXIBLE DUCT TO RIGID DUCT OR AIR TERMINAL DEVICE USING MIN 2 SCREWS TO SECURE WIRE AND MECHANICAL BAND (PANDUIT STRAP) TO SECURE INSIDE HOUSING. DUCT TAPE MAY BE USED TO SEAL OUTER JACKETING FOR FINISH.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF THE DUCTWORK TO ALLOW ADEQUATE CLEARANCE OF THE LIGHTING FIXTURES AND TO AVOID STRUCTURAL MEMBERS OR OTHER CEILING EQUIPMENT. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES TO AVOID CONFLICTS IN THE CEILING SPACE.
6. INSTALL THERMOSTATS AT HEIGHTS INDICATED ON ELECTRICAL PLANS. INSTALL AT SAME HEIGHT AS LIGHT SWITCHES IF NOT INDICATED.
7. FIRE AND SMOKE DAMPERS SHALL BE INSTALLED PER NFPA AND ALL LOCAL CODES. PROVIDE HINGED ACCESS PANELS FOR ALL SMOKE/FIRE DAMPERS. COORDINATE LOCATION FOR FUTURE ACCESSIBILITY.
8. ALL DUCTS SHALL BE CONSTRUCTED PER SMACNA DUCT CONSTRUCTION STANDARD METAL AND FLEXIBLE 1" WC MINIMUM PRESSURE CLASS UNLESS NOTED OTHERWISE.
9. KEEP ALL DUCTS TIGHT TO BOTTOM OF STRUCTURE UNLESS NOTED OTHERWISE. WHERE CROSSOVERS OCCUR, DUCT RUNNING PARALLEL WITH JOISTS MAY BE INSTALLED ABOVE OTHER, IN JOIST SPACE. CEILING HEIGHTS DETERMINED BY ARCHITECT SHALL BE MAINTAINED.
10. ALL ROOFTOP EQUIPMENT SHALL BE INSTALLED LEVEL. ADJUSTMENTS SHALL BE MADE IN THE CURBS/EQUIPMENT SUPPORTS OR BY USING SHIMS BELOW THE CURB.
11. CONTRACTOR SHALL ENSURE MECHANICAL SYSTEMS PERFORM AS DESCRIBED IN THE SEQUENCE OF OPERATION.
12. SEE ARCHITECTURAL REFLECTED CEILING PLAN FOR LOCATIONS OF DIFFUSERS, REGISTERS, AND GRILLES.
13. PAINT ALL VISIBLE DUCTWORK THROUGH GRILLES/DIFFUSERS FLAT BLACK.
14. INSTALL TAMPER-RESISTANT REFRIGERANT SERVICE PORT CAPS AT ALL EXTERIOR REFRIGERATION EQUIPMENT THAT IS ACCESSIBLE FROM THE GROUND AND NOT WITHIN A SECURE ENCLOSURE.

SITE MAP



GENERAL NOTES-MECHANICAL

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED VERSION OF THE INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL MECHANICAL CODE (IMC), INTERNATIONAL FIRE CODE (IFC), INTERNATIONAL FUEL GAS CODE (IFGC), UNIFORM PLUMBING CODE (UPC), INCLUDING ALL STATE AND LOCAL AMENDMENTS; THE WASHINGTON STATE ENERGY CODE, AND ALL OTHER LOCAL JURISDICTION REQUIREMENTS.
2. ALL DUCT AND PIPE ROUTING AND CONSTRUCTION SHOWN ON THE DRAWINGS IS DIAGRAMMATIC IN NATURE AND MAY NOT BE SHOWN IN EXACT LOCATIONS OR WITH ALL ANCILLARY ITEMS REQUIRED FOR A COMPLETE AND OPERATING SYSTEM. CONTRACTOR SHALL COORDINATE ROUTING OF ALL DUCTWORK AND PIPING PER TYPICAL CONSTRUCTION PRACTICE IN THE MOST EFFICIENT WAY POSSIBLE WHILE ADHERING AS CLOSELY TO THE DRAWINGS AS POSSIBLE. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL INSTALLATION WITH THE WORK OF OTHER TRADES. IN THE EVENT A CONFLICT ARISES WHICH CANNOT BE RESOLVED IN THE FIELD, A REQUEST FOR INFORMATION (RFI) SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. INCLUDE PROPOSED SOLUTION AND COST/TIME IMPACT IF POSSIBLE.
3. ALL WORK SHALL BE PERFORMED IN A NEAT AND WORKMANLIKE MANNER WITHIN STANDARD OF CARE FOR PROFESSION. ALL LABOR, MATERIAL, TOOLS, PERMITS, INSPECTIONS, TESTING, CERTIFICATION, ETC. REQUIRED FOR A COMPLETE AND SATISFACTORY INSTALLATION TO DESIGN INTENT SHALL BE FURNISHED BY CONTRACTOR. PROVIDE, AT NO ADDITIONAL COST, INCLUDING INCIDENTAL ITEMS NOT SHOWN WHEN REQUIRED FOR TYPICAL COMPLETION OF WORK.
4. SPECIFICATIONS AND DRAWINGS ARE COMPLEMENTARY AND SHALL BE UNDERSTOOD AS ONE. IN THE EVENT OF A CONFLICT BETWEEN THE PLANS AND SPECIFICATIONS, THE MORE STRINGENT REQUIREMENT SHALL APPLY. IF A CONFLICT CANNOT BE RESOLVED IN THIS MANNER, IT SHALL BE REFERRED TO THE ENGINEER FOR RESOLUTION.
5. ALL EQUIPMENT WHICH IS INDICATED TO BE FURNISHED AND/OR INSTALLED BY OTHERS OR BY OWNER IS INCLUDED FOR REFERENCE ONLY UNLESS NOTED OTHERWISE. DESIGN OF MECHANICAL SYSTEMS IN THESE AREAS IS BASED ON INFORMATION AVAILABLE AT THE TIME OF DESIGN. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND VERIFYING INSTALLATION REQUIREMENTS OF THIS EQUIPMENT WITH THE APPLICABLE SUPPLIER OR THE OWNER. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
6. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF SITE CONDITIONS, INSTALLATION STANDARDS AND CONSTRUCTION CONDITIONS AND PROCEDURES. FIELD VERIFY ALL DIMENSIONS PRIOR TO SHOP FABRICATION AND/OR FIELD ERECTION. DISCREPANCIES BETWEEN SITE CONDITIONS AND THE CONSTRUCTION DOCUMENTS SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER. WORK DONE WITHOUT THE ENGINEER'S APPROVAL IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. DRAWINGS NOT BEARING THE STAMP OR SEAL AND SIGNATURE OF A REGISTERED PROFESSIONAL ENGINEER SHALL NOT BE USED FOR BIDDING OR CONSTRUCTION PURPOSES UNLESS EXPRESSLY APPROVED IN WRITING BY MEIER ARCHITECTURE•ENGINEERING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL DRAWINGS AND SPECIFICATIONS BEING USED FOR BIDDING AND CONSTRUCTION PURPOSES ARE OF THE LATEST REVISION AVAILABLE AND ALL ADDENDUM DOCUMENTS HAVE BEEN INCORPORATED EITHER BY REVISION RELEASE OF DRAWINGS/SPECIFICATIONS OR ATTACHMENT OF SKETCHES OR OTHER ADDENDUM INFORMATION.
8. NOT ALL SYMBOLS OR ABBREVIATIONS INDICATED MAY BE USED ON PROJECT DRAWINGS.
9. DRAWINGS MAY BE REDUCED. VERIFY SCALE.

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NO.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD

JEREMIAH JAMES NEWELL — STATE OF WASHINGTON — 88297 — REGISTERED PROFESSIONAL ENGINEER — 05/10/23

APPROVAL		
DRAWN	MAV	05/10/2023
DESIGN	NRW	05/10/2023
CHECKED	JJN	05/10/2023
APPROVED	JJN	05/10/2023

BENTON COUNTY
BENTON COUNTY ANIMAL CONTROL HVAC
620 MARKET STREET PROSSER, WA 99350

TITLE SHEET

DWG. NO. M001

SCALE: AS INDICATED

ISSUE DATE: 05/10/2023

JOB No. 9089

REV. 0

\PROJECTS\9000\9089 Benton County Animal Control HVAC Upgrade\DWG\9089900M001.dwg - May 10, 2023-3:29 pm - Miguel A Valdez

DocuSign Envelope ID: B42634B2-B68B-4225-ABA4-96A7D992C4C0

2018 WASHINGTON STATE ENERGY CODE (WSEC) NOTES

NOTE: THE FOLLOWING ITEMS ARE GENERAL REQUIREMENTS ONLY. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE PROVISIONS OF THE STATE ENERGY CODE REGARDLESS OF WHETHER OR NOT THE REQUIREMENTS ARE LISTED BELOW OR IN THE DRAWINGS OR SPECIFICATIONS.

1. CONTRACTOR SHALL COMPLY WITH CHAPTER 5 REQUIREMENTS FOR EXISTING BUILDINGS IN ADDITION TO APPLICABLE PROVISIONS ELSEWHERE IN THE CODE.

2. CONTRACTOR SHALL CONFIRM WITH PROJECT ARCHITECT OR LEAD ENGINEER PRIOR TO BID WHICH "ADDITIONAL EFFICIENCY PACKAGE OPTIONS" ARE BEING PURSUED FOR THE PROJECT PER SECTION C406. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH PACKAGE REQUIREMENTS IN THIS SECTION WHICH MAY BE MORE STRINGENT THAN THOSE LISTED BELOW OR IN THE REMAINDER OF THE CODE.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE RECORD DOCUMENTS TO OWNER AND BUILDING OFFICIAL WITHIN 90 DAYS OF RECEIPT OF THE CERTIFICATE OF OCCUPANCY. IF THE LOCAL BUILDING OFFICIAL REQUIRES THE ARCHITECT OR ENGINEER OF RECORD TO PREPARE RECORD DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE ARCHITECT OR ENGINEER FOR THE TIME AND MATERIALS REQUIRED TO DO SO. PER SECTION C103.6.

4. CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING AND INSTALLING BUILDING OPERATION AND MAINTENANCE INFORMATION LABELS, MANUALS, MARKINGS, AND OTHER OPERATIONAL INFORMATION REQUIRED BY SECTION C103.6.2. SPECIFICATION SECTIONS WHICH REFER TO EQUIPMENT LABELING ADDRESSES ONLY IDENTIFICATION LABELS AND DOES NOT INCLUDE LABELS REQUIRED BY WSEC. IF IT IS REQUIRED THAT THE ARCHITECT OR ENGINEER OF RECORD PREPARE AND/OR INSTALL THESE LABELS OR TO DEVELOP OTHER INFORMATION BEYOND THAT INCLUDED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE ARCHITECT OR ENGINEER FOR THE TIME AND MATERIALS REQUIRED TO DO SO.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SYSTEMS OPERATION TRAINING AND REPORTS TO OWNER PER SECTION C103.6.4.

6. ALL AREA UNDER ROOFTOP HVAC EQUIPMENT CURBS SHALL BE INSULATED TO A MINIMUM OF R-13, AND ANNULAR SPACE BETWEEN ROOF OPENING AND DUCTWORK SHALL BE SEALED TO MAINTAIN THE BUILDING AIR BARRIER, PER SECTION C402.2.1.2.

7. MECHANICAL SUBCONTRACTOR SHALL COORDINATE WITH OTHER TRADES TO SEAL JOINTS AND PENETRATIONS OF THE BUILDING AIR BARRIER, PER SECTION C402.5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING, AT NO ADDITIONAL COST TO OWNER, LABOR AND MATERIALS TO REPAIR AND SEAL AIR BARRIER LEAKS NOTED IN A FAILED BUILDING AIR BARRIER TEST.

8. BUILDING HVAC SYSTEMS SHALL NOT BE UTILIZED FOR TESTING OF THE BUILDING AIR BARRIER (SECTION C402.5.1.2, NOT WITHIN MECHANICAL SUBCONTRACTOR SCOPE OF WORK) WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE MECHANICAL ENGINEER OF RECORD. CONTRACTOR SHALL INCLUDE THE USE OF INDEPENDENT TESTING SYSTEMS SUCH AS FANS, BLOWERS, TEMPORARY PARTITIONS, ETC. IN THE PROJECT AIR BARRIER TESTING SCOPE.

9. ALL SUPPLIED HEATING AND COOLING EQUIPMENT SHALL COMPLY WITH THE EFFICIENCY REQUIREMENTS IN SECTION C403.3.2, OR THE EFFICIENCY LISTED ON THE EQUIPMENT SCHEDULES ON DRAWINGS, WHICHEVER IS GREATER. MINOR DEVIATIONS FROM EFFICIENCY LISTED ON SCHEDULES DUE TO PRODUCT DIFFERENCES IS ALLOWED WITH THE APPROVAL OF THE ENGINEER.

10. PACKAGED ELECTRIC SYSTEMS THAT PROVIDE BOTH HEATING AND COOLING SHALL BE A HEAT PUMP WHEN OVER 6,000 BTU/HR COOLING CAPACITY, PER SECTION C403.3.2.4.

11. HEATING AND COOLING SYSTEM TERMINAL FAN AND PUMP CONTROLS, AND MULTIPLE-ZONE COOLING SYSTEM PRIMARY AIR SHALL BE SHUT OFF IN SYSTEMS WHICH INCLUDE DOAS VENTILATION WHEN THERE IS NO CALL FOR HEATING OR COOLING IN THE ZONE, PER SECTION C403.3.5.2. EXCEPTION: TERMINAL UNITS WHICH USE LESS THAN 0.12 W/CFM WHEN IN THE SET POINT DEAD BAND.

12. SYSTEMS EQUIPPED WITH ECONOMIZER AND SERVING A SINGLE ZONE SHALL BE CAPABLE OF INTEGRATED OPERATION (REFRIGERATION OR CHILLED WATER SYSTEM MAY OPERATE TO SUPPLEMENT ECONOMIZER OPERATION.) PER SECTION C403.4.1 AND C403.5.1.

13. THERMOSTATS OR TEMPERATURE CONTROLLS WHICH SERVE THE SAME ZONE OR NEIGHBORING ZONES CONNECTED BY OPENINGS LARGER THAN 10 PERCENT OF THE FLOOR AREA OF EITHER ZONE SHALL NOT ALLOW FOR SIMULTANEOUS HEATING AND COOLING, PER SECTION C403.4.1.

14. THERMOSTATS AND ROOM TEMPERATURE SENSORS WHICH CONTROL BOTH HEATING AND COOLING EQUIPMENT SHALL HAVE A MINIMUM 5 DEGREE DEADBAND PER SECTION C403.4.1.2. IF SEPARATE HEATING AND COOLING THERMOSTATIC CONTROLS ARE LOCATED IN THE SAME ZONE, A MECHANICAL STOP OR CONTROL SYSTEM PROGRAMMING SHALL BE CONFIGURED TO PREVENT THE HEATING SETPOINT FROM EXCEEDING THE COOLING SETPOINT AND TO MAINTAIN DEAD BAND PER SECTION C403.4.1.3.

15. THERMOSTATS OR CENTRAL CONTROLS SHALL HAVE AUTOMATIC SETBACK CONTROLS AND HAVE A MINIMUM SEVEN DAY CLOCK CAPABLE OF BEING SET FOR SEVEN DIFFERENT DAYS OF THE WEEK, RETAINING PROGRAMMING DURING A LOSS OF POWER OF AT LEAST 10 HOURS, AND HAVE A MANUAL OVERRIDE THAT ALLOWS FOR OPERATION OF THE SYSTEM FOR UP TO 2 HOURS (UNLESS AN OCCUPANCY SENSOR IS USED), PER SECTION C403.4.2.2.

16. ALL SYSTEMS SHALL BE EQUIPPED WITH AUTOMATIC (OPTIMUM0 START AND STOP (DRIFT-DOWN) CONTROLS PER SECTION C403.4.2.3..

17. DIRECT DIGITAL CONTROL SYSTEMS SHALL BE INSTALLED AND FULLY PROGRAMMED WHERE REQUIRED BY SECTION C403.4.11.

18. COOLING UNITS WHICH INCLUDE AN AIR ECONOMIZER SHALL COMPLY WITH THE FOLLOWING PER SECTION C403.5.1 AND C403.5.3:
    - 18.1. UNIT CONTROLS SHALL HAVE MECHANICAL COOLING CAPACITY CONTROL INTERLOCKED WITH THE AIR ECONOMIZER CONTROLS SUCH THAT THE OUTDOOR AIR DAMPER IS OPEN TO 100% OPEN WHEN MECHANICAL COOLING IS ON AND DOES NOT BEGIN TO CLOSE TO PREVENT COIL FREEZING DUE TO MINIMUM COMPRESSOR RUNTIME UNTIL THE LEAVING AIR TEMPERATURE IS LESS THAN 45 DEG F.
    - 18.2. DIRECT EXPANSION UNITS 65,000 BTU/HR CAPACITY OR GREATER THAT CONTROL CAPACITY OF MECHANICAL COOLING DIRECTLY BASED ON SPACE TEMPERATURE SHALL HAVE AT LEAST 2 STAGES OF MECHANICAL COOLING.
    - 18.3. DX UNITS 65,000 BTU/HR TO 240,000 BTU/HR WHICH CONTROL COOLING BY MODULATING AIRFLOW SHALL HAVE AT LEAST 3 STAGES OF MECHANICAL COOLING AND THE MINIMUM COMPRESSOR DISPLACEMENT SHALL BE 35% OR LESS OF FULL LOAD. DX UNITS OVER 240,000 BTU/HR SHALL HAVE AT LEAST 4 STAGES OF MECHANICAL COOLING AND MINIMUM COMPRESSOR DISPLACEMENT SHALL BE 25% OR LESS OF FULL LOAD.
    - 18.4. ECONOMIZER CONTROLS SHALL NOT BE CONTROLLED ONLY BY MIXED AIR TEMPERATURE EXCEPT WHEN SYSTEM IS CONTROLLED DIRECTLY BY SPACE TEMPERATURE (SUCH AS SINGLE ZONE SYSTEMS) AND HAS A COOLING CAPACITY LESS THAN 65,000 BTU/HR.
    - 18.5. ECONOMIZER CONTROLS SHALL BE EQUIPPED WITH HIGH-LIMIT SHUTOFF COMPLYING WITH SECTION C403.5.3.3.

19. AIR-COOLED UNITARY DIRECT-EXPANSION COOLING UNITS 54,000 BTU/HR OR GREATER (AND COVERED UNDER TABLE C403.3.2(1) THROUGH C403.3.2(3)) AND EQUIPPED WITH AIR ECONOMIZERS SHALL HAVE FAULT DETECTION AND DIAGNOSTIC CAPABILITY COMPLYING WITH SECTION C403.5.5.

20. OUTSIDE AIR INTAKES, EXHAUST OUTLETS, RELIEF OUTLETS, RETURN AIR OPENINGS USED FOR AIRSIDE ECONOMIZER OPERATION, AND STAIRWAY AND SHAFT VENTS SHALL BE EQUIPPED WITH CLASS 1 MOTORIZED DAMPERS, PER SECTION C403.7.8. EXCEPTIONS:
    - 20.1. GRAVITY RELIEF DAMPERS ARE PERMITTED IN SYSTEMST WITH LESS THAN 5,000 CFM TOTAL SUPPLY FLOW IN BUILDINGS LESS THAN 3 STORIES IN HEIGHT.
    - 20.2. GRAVITY DAMPERS ARE PERMITTED IN INTAKE OR EXHAUST SYSTEMS WHERE THE FLOW DOES NOT EXCEED 400 CFM.
    - 20.3. GRAVITY DAMPERS ARE PERMITTED IN SYSTEMS SERVING AREAS WHICH REQUIRE CONTINUOUS OPERATION FOR 24/7 OCCUPANCY SCHEDULES.
    - 20.4. SHUTOFF DAMPERS ARE NOT REQUIRED IN COMBUSTION AIR INTAKES
    - 20.5. SHUTOFF DAMPERS ARE NOT REQUIRED FOR SYSTEMS SERVING AREAS WHICH REQUIRE CONTINUOUS OPERATION IN ANIMAL HOSPITALS, KENNELS, POUNDS, LABORATORIES, AND GROUP H, I, OR R OCCUPANCIES.
    - 20.6. SHUTOFF DAMPERS ARE NOT REQUIRED IN TYPE 1 GREASE EXHAUST SYSTEMS OR OTHER SYSTEMS WHERE PROHIBITED BY LOCAL MECHANICAL CODE.
    - 20.7. SHUTOFF DAMPERS ARE NOT REQUIRED IN UNCONDITIONED STAIRWELLS OR UNCONDITIONED ELEVATOR HOISTWAY SHAFTS THAT ARE ONLY CONNECTED TO UNCONDITIONED SPACES.

21. PER SECTION C403.7.8.3, MOTORIZED AND NONMOTORIZED DAMPERS SHALL HAVE A MAXIMUM LEAKAGE RATE WHEN TESTED IN ACCORDANCE WITH AMCA STANDARD 500D OF: MOTORIZED DAMPER 4 CFM/SF OF DAMPER AREA AT 1.0 IN W.G., NON MOTORIZED DAMPER 20 CFM/SF OF DAMPER AREA AT 1.0 IN W.G, (FOR RELIEF DAMPERS IN BUILDINGS LESS THAN 3 STORIES IN HEIGHT AND SYSTEMS LESS THAN 5000 CFM SUPPLY AIR) NON MOTORIZED DAMPERS SMALLER THAN 24" IN EITHER DIMENSION: 40CFM/SF OF DAMPER AREA AT 1.0 IN W.G. PER SECTION C403.2.4.3. EXCEPTIONS:
    - 21.1. MOTORIZED DAMPERS ON RETURN AIR OPENINGS IN UNITARY PACKAGED EQUIPMENT THAT HAVE THE MINIMUM LEAKAGE RATE AVAILABLE FROM THE MANUFACTURER.
    - 21.2. GRAVITY DAMPERS INSTALLED IN EXHAUST SYSTEMS 400 CFM AND LESS WHICH ARE EQUIPPED WITH A GASKETED SEAL.

22. OUTDOOR AIR INTAKE, RELIEF, AND EXHAUST DAMPERS SHALL BE INSTALLED WITH AUTOMATIC CONTROLS CONFIGURED TO CLOSE WHEN THE SYSTEMS OR SPACES SERVED ARE NOT IN USE OR DURING UNOCCUPIED PERIOD WARM-UP AND SETBACK OPERATION, UNLESS THE SYSTEMS SERVED REQUIRE OUTDOOR OR EXHAUST AIR IN ACCORDANCE WITH LOCAL MECHANICAL CODE OR THE DAMPERS ARE OPENED TO PROVIDE ECONOMIZER COOLING. PER SECTION C403.7.8.4.

23. ALL FANS OVER 5HP SHALL HAVE A FAN EFFICIENCY GRADE (FEG) OF 67 OR HIGHER WHEN RATED PER AMCA 205, PER SECTION C403.8.3. AT DESIGN OPERATING POINT (WHICH DOES NOT INCLUDE AIR ECONOMIZER MODE OF OPERATION), FAN TOTAL EFFICIENCY SHALL BE WITHIN 15 PERCENTAGE POINTS OF THE MAXIMUM TOTAL EFFICIENCY OF THE FAN. EXCEPTIONS:
    - 23.1. MULTIPLE FANS IN SERIES OR PARALLEL THAT HAVE A COMBINED MOTOR NAMEPLATE HORSEPOWER OF 5 HP OR LESS AND ARE OPERATED AS THE FUNCTIONAL EQUIVALENT OF A SINGLE FAN.
    - 23.2. FANS THAT ARE PART OF PACKAGED EQUIPMENT COVERED UNDER SECTION C403.3.2
    - 23.3. FANS INCLUDED IN AN EQUIPMENT PACKAGE CERTIFIED BY AN APPROVED AGENCY FOR AIR OR ENERGY PERFORMANCE.
    - 23.4. POWERED WALL/ROOF VENTILATORS.
    - 23.5. FANS OUTSIDE THE SCOPE OF AMCA 205.
    - 23.6. FANS THAT ARE INTENDED TO OPERATE ONLY DURING EMERGENCY CONDITIONS.

24. ALL DIRECT EXPANSION (DX) COOLING SYSTEMS 42,000 BTU/HR OR LARGER, CHILLED WATER COOLING UNITS WITH 1/4 HP OR LARGER FAN MOTORS, AND EVAPORATIVE COOLING UNITS, SHALL BE REQUIRED TO HAVE VARIABLE FAN AIRFLOW CONTROL AS A FUNCTION OF THE SYSTEM LOAD. PER SECTION C403.8.5.1.
    - 24.1. AT LEAST 2 STAGES OF AIRFLOW CONTROL IS REQUIRED IF THE UNIT CONTROLS THE CAPACITY OF MECHANICAL COOLING DIRECTLY BASED ON SPACE TEMPERATURE. LOW OR MINIMUM SPEED SHALL BE NOT GREATER THAN 66% OF THE FULL SPEED. AT LOW OR MINIMUM SPEED, THE FAN SHALL NOT DRAW MORE THAN 40% OF THE FULL FAN POWER.
    - 24.2. FOR UNITS THAT CONTROL SPACE TEMPERATURE BY MODULATING AIRFLOW TO THE SPACE (SUCH AS VAV SYSTEMS), MODULATING AIRFLOW WITH MINIMUM FAN SPEED NOT GREATER THAN 50% OF FULL SPEED IS REQUIRED. AT MINIMUM SPEED, THE FAN SYSTEM SHALL DRAW NO MORE THAN 30% OF THE FULL FAN POWER.
    - 24.3. AIRSIDE ECONOMIZER SYSTEMS LARGER THAN THE CAPACITIES LISTED ABOVE SHALL NOT HAVE FEWER THAN 2 SPEEDS OF FAN CONTROL DURING ECONOMIZER OPERATION.
    - 24.4. EXCEPTIONS:
        - 24.4.1. MODULATING FAN CONTROL NOT REQUIRED FOR CHILLED WATER AND EVAPORATIVE COOLING UNITS WITH FAN MOTORS LESS THAN 1HP AND WHICH DO NOT PROVIDE OUTDOOR AIR, AND THE FAN CYCLES WITH THE LOAD.
        - 24.4.2. MINIMUM FAN SPEED MAY BE INCREASED TO PROVIDE REQUIRED VENTILATION AIRFLOW PER THE LOCAL MECHANICAL CODE.

25. OUTDOOR AIR INTAKE DUCTS SHALL BE INSULATED, AND SHALL COMPLY WITH THE SECTION C402 ENVELOPE AIR LEAKAGE AND VAPOR BARRIER REQUIREMENTS PER SECTION C403.10.1.

26. SUPPLY AND RETURN DUCTS OUTSIDE OF CONDITIONED SPACE SHALL BE INSULATED TO A MINIMUM OF R-6 AND R-8 (CLIMATE ZONE 4, WESTERN WASHINGTON), OR R-12 (CLIMATE ZONE 5, EASTERN WASHINGTON) WHEN OUTSIDE OF BUILDING, PER SECTION C403.10.1.2.

27. SUPPLY AIR DUCTS WITHIN BUILDING ENVELOPE SHALL BE INSULATED PER SECTION C403.10.1.2. EXCEPTION: DUCTWORK EXPOSED TO VIEW WITHIN A ZONE THAT SERVES THAT ZONE IS NOT REQUIRED TO BE INSULATED.

28. RETURN OR EXHAUST DUCTS THAT CONVEY RETURN OR EXHAUST AIR DOWNSTREAM OF AN ENERGY RECOVERY DEVICE SHALL BE INSULATED PER SECTION C403.10.1.2.

29. DUCTS SHALL BE CONSTRUCTED, SEALED AND TESTED IN ACCORDANCE WITH SECTION C403.10.2.

30. HVAC PIPING (INCLUDING REFRIGERANT, CHILLED WATER, AND HEATING WATER) SHALL BE INSULATED TO THE MINIMUM IN SECTION C403.10.3.
    - 30.1. EXCEPTIONS:
        - 30.1.1. FACTORY-INSTALLED PIPING WITHIN HVAC EQUIPMENT TESTED AND RATED IN ACCORDANCE WITH A TEST PROCEDURE REFERENCED BY THE CODE.
        - 30.1.2. FACTORY-INSTALLED PIPING WITHIN ROOM FAN-COILS AND UNIT VENTILATORS TESTED AND RATED IN ACCORDANCE WITH AHRI 440 (EXCEPT SECTION 6.5) OR AHRI 840.
        - 30.1.3. PIPING THAT CONVEYS FLUID WITH DESIGN OPERATING TEMPERATURE BETWEEN 60 DEGREES F AND 105 DEGREES F.
        - 30.1.4. PIPING THAT CONVEYS FLUIDS THAT HAVE NOT BEEN HEATED OR COOLED THROUGH THE USE OF FOSSIL FUELS OR ELECTRIC POWER.
        - 30.1.5. STRAINERS, CONTROL VALVES, AND BALANCING VALVES ASSOCIATED WITH PIPING 1 INCH OR LESS IN DIAMETER.
        - 30.1.6. DIRECT BURIED PIPING THAT CONVEYS FLUIDS AT OR BELOW 60 DEGREES F.

31. FRACTIONAL HORSEPOWER (1/12 HP TO 1HP) FAN MOTORS (WHICH ARE NOT COVERED BY TABLES C405.8(3) AND C405.8(4)) SHALL HAVE ELECTRONICALLY COMMUTATED (EC) MOTORS OR MINIMUM 70% MOTOR EFFICIENCY. EXCEPTIONS:
    - 31.1. MOTORS THAT ARE PART OF SPECIALIZED PROCESS EQUIPMENT.
    - 31.2. MOTORS INTEGRAL TO A LISTED PIECE OF EQUIPMENT FOR WHICH NO COMPLYING MOTOR HAS BEEN APPROVED.
    - 31.3. MOTORS INCLUDED IN EFFICIENCY RATINGS OF EQUIPMENT COVERED BY SECTION C403.3.2 AND TABLES C403.3.2(1) THROUGH C403.3.2(12).
    - 31.4. MOTORS IN THE AIRSTREAM WITHIN FAN COILS AND TERMINAL UNITS THAT OPERATE ONLY WHEN PROVIDING HEATING TO THE SPACE SERVED.
    - 31.5. FAN MOTORS THAT ARE NOT COVERED BY TABLES C405.8(1) THROUGH C405.8(4) AND ARE USED TO POWER HEAT OR ENERGY RECOVERY VENTILATORS, OR LOCAL EXHAUST FANS IN GROUP R SUBJECT TO THE EFFICACY REQUIREMENTS OF SECTION C403.8.4
    - 31.6. DOMESTIC CLOTHES DRYER BOOSTER FANS, RANGE HOOD EXHAUST FANS, AND DOMESTIC RANGE BOOSTER FANS THAT OPERATE INTERMITTENTLY.
    - 31.7. RADON AND CONTAMINATED SOIL EXHAUST FANS.
    - 31.8. GROUP R HEAT AND ENERGY RECOVERY VENTILATORS FANS LESS THAN 400 CFM.

32. CONTRACTOR OR OWNER SHALL RETAIN THE SERVICES OF A "CERTIFIED COMMISSIONING PROFESSIONAL" TO PROVIDE COMMISSIONING SERVICES IN ACCORDANCE WITH THE PROJECT REQUIREMENTS AND SECTION C408. PROJECT MAY INCLUDE ADDITIONAL COMMISSIONING REQUIREMENTS IN CONTRACT DRAWINGS OR SPECIFICATIONS. REFER TO THOSE DOCUMENTS FOR ADDITIONAL INFORMATION.

33. CONTRACTOR SHALL ENSURE COOPERATION FROM ALL TRADES WITH ALL COMMISSIONING ACTIVITIES, INCLUDING DESIGN REVIEWS, SUBMITTAL REVIEWS, MEETINGS, SITE OBSERVATIONS, SYSTEM FUNCTIONAL TESTING, AND BALANCING.

34. COMMISSIONING PROFESSIONAL SHALL PROVIDE NARRATIVES AS REQUIRED PER SECTION C408.1.1.

35. COMMISSIONING PROFESSIONAL SHALL PROVIDE COMMISSIONING PLAN AS REQUIRED PER SECTION C408.1.2.

36. COMMISSIONING PROFESSIONAL SHALL NOT BE AN EMPLOYEE OF THE CONSTRUCTION CONTRACTOR OR THE PROJECT DESIGN FIRM UNLESS A CONFLICT MANAGEMENT PLAN IS CREATED AND ADHERED TO BY ALL PARTIES PER SECTION C408.1.2.1

37. ALL COMMISSIONING DOCUMENTATION SHALL BE MADE AVAILABLE TO THE CODE OFFICIAL UPON REQUEST PER SECTION C408.1.4.3.

38. ALL MECHANICAL SYSTEMS SHALL BE BALANCED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING STANDARDS, AND SYSTEMS SHALL COMPLY WITH REQUIREMENTS IN SECTION C408.2.2 FOR BALANCING ACCESSORIES AND PROCEDURES.

ELECTRICAL DESIGN BUILD NOTES

1. CONTRACTOR TO PROVIDE ELECTRICAL INSTALLATION PER LOCAL CODE. ADDITIONALLY, WORK IN THIS PACKAGE SHALL INCLUDE THE FOLLOWING:
2. THIS INSTALLATION SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NFPA-70) AS AMENDED BY WAC 296-46B. CONTRACTOR SHALL BE FAMILIAR WITH, LICENSED TO PERFORM AND EXPERIENCED WITH SUCH WORK INDICATED HEREIN, AND BE QUALIFIED TO MEET MOST RECENT OSHA CERTIFICATION TO WORK ON ENERGIZED EQUIPMENT. CONTRACTOR IS RESPONSIBLE FOR DETERMINING SAFETY REQUIREMENTS; REFER TO AND COMPLY WITH OSHA 29CFR.1910 AND 1926 ELECTRICAL SAFETY PORTIONS AS AMENDED BY WISHA PER WAC 296-800-100. CONTRACTOR RESPONSIBLE FOR DETERMINING CONSTRUCTION MEAN AND METHOD REQUIREMENTS.
3. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED BY ANY AUTHORITY HAVING JURISDICTION OVER THE WORK AND SHALL BE IN COMPLIANCE WITH SAID AGENCY STANDARDS AND SHALL ARRANGE ALL INSPECTIONS REQUIRED BY THESE AGENCIES.
4. ALL WORK SHALL BE PERFORMED IN A NEAT AND WORKMANLIKE MANNER WITHIN STANDARD OF CARE FOR PROFESSION PER NEC 110.12 AND NECA-1. ALL DEVICES, LABOR, MATERIAL, TOOLS, PERMITS, ETC. REQUIRED FOR A COMPLETE, OPERATIONAL AND SATISFACTORY INSTALLATION TO DESIGN INTENT SHALL BE FURNISHED BY THIS CONTRACTOR. PROVIDE, AT NO ADDITIONAL COST, ANCILLARY, PERIPHERAL AND INCIDENTAL ITEMS NOT SHOWN WHEN REQUIRED FOR COMPLETION OF WORK. SPECIFICATIONS AND PLAN DRAWINGS ARE TO BE TAKEN TOGETHER AND UNDERSTOOD AS ONE.
5. PROJECT INVOLVES RE-USE OF EXISTING FEEDERS, PANELS AND ELECTRICAL DEVICES; CONTRACTOR SHALL VISUALLY INSPECT ALL SUCH OCCURRENCES RELATED TO WORK TO ASSURE GOOD CONDITIONS ARE PRESENT AND SUCH ARRANGEMENTS MEETS CURRENT NEC AND WA WAC PARAMETERS; REPORT ANY DISCOVERED ELECTRICAL DISCREPANCY IN WRITING TO OWNER, AND ENGINEER IN TIMELY MANNER FOR DISPOSITION. ADDITIONAL WORK SHALL PROCEED ONLY WITH WRITTEN APPROVAL.
6. PROJECT DOCUMENTS GENERALLY DESCRIBE LIMITED OR PARTIAL DESIGN EFFORTS AND/OR WORK INTENT WITHIN THE NOMINAL STANDARD OF CARE FOR THE PROFESSION(S) APPLICABLE TO AN EXISTING FACILITY AND ARE NOT NECESSARILY AN EXACT OR COMPLETE REPRESENTATION OF EXISTING CONDITION(S). MEIER MAKES NO REPRESENTATIONS CONCERNING THE ACCURACY OR COMPLETENESS OF FURNISHED PROJECT DOCUMENTS AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY DISCREPANCY ARISING BETWEEN GOOD FAITH PROJECT DOCUMENTS AND CONDITIONS PRESENT. CONTRACTOR IS RESPONSIBLE FOR VERIFYING INFORMATION PRESENTED AND GENERAL CONDITIONS BY CONSULTING OWNER; SITE WALK-THROUGH AND REVIEWING EXISTING DOCUMENTS.
7. ANY/ALL ELECTRICAL SHUTDOWNS REQUIRED TO COMPLETE THE WORK SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. SHUTDOWNS SHALL BE KEPT TO A MINIMUM AND COORDINATED THROUGH THE OWNER'S REPRESENTATIVE.
8. PROVIDE UPDATED CIRCUIT DIRECTORIES AT ALL PANELS AFFECTED UPON PROJECT COMPLETION.
9. ALL PULL, JUNCTION, AND SPLICE BOXES SHALL BE SIZED, FURNISHED AND INSTALLED PER THE NATIONAL ELECTRICAL CODE. LABEL EACH INTERMEDIATE J-BOX COVER FACE WITH PANEL AND BRANCH CIRCUITS PRESENT; LEGIBLY WRITTEN WITH PERMANENT BLACK MARKER.
10. ALL ELECTRICAL CIRCUITS AND EQUIPMENT WHICH ARE ABANDONED AND NOT RE-USED AS PART OF THIS PROJECT SHALL BE MADE SAFE BY REMOVING CONDUCTORS BACK TO SERVICE PANEL. CONDUITS MAY BE ABANDONED IN PLACE. COMPLY WITH NEC REQUIREMENTS FOR ABANDONMENT.
11. SEE MECHANICAL DRAWINGS FOR ADDITIONAL ELECTRICAL REQUIREMENTS.

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NO.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD

JEREMIAH JAMES NEWELL
STATE OF WASHINGTON
48297
REGISTERED
PROFESSIONAL ENGINEER
05/10/23

APPROVAL

DRAWN	MAV	05/10/2023
DESIGN	NRW	05/10/2023
CHECKED	JJN	05/10/2023
APPROVED	JJN	05/10/2023

BENTON COUNTY
BENTON COUNTY ANIMAL CONTROL HVAC
620 MARKET STREET PROSSER, WA 99350

2018 WSEC NOTES

DWG. NO.
M002

SCALE: AS INDICATED
ISSUE DATE: 05/10/2023
JOB No. 9089
REV. 0

\PROJECTS\9000\9089 Benton County Animal Control HVAC Upgrade\DWG\9089900M002.dwg - May 10, 2023-3:29 pm - Miguel A Valdez

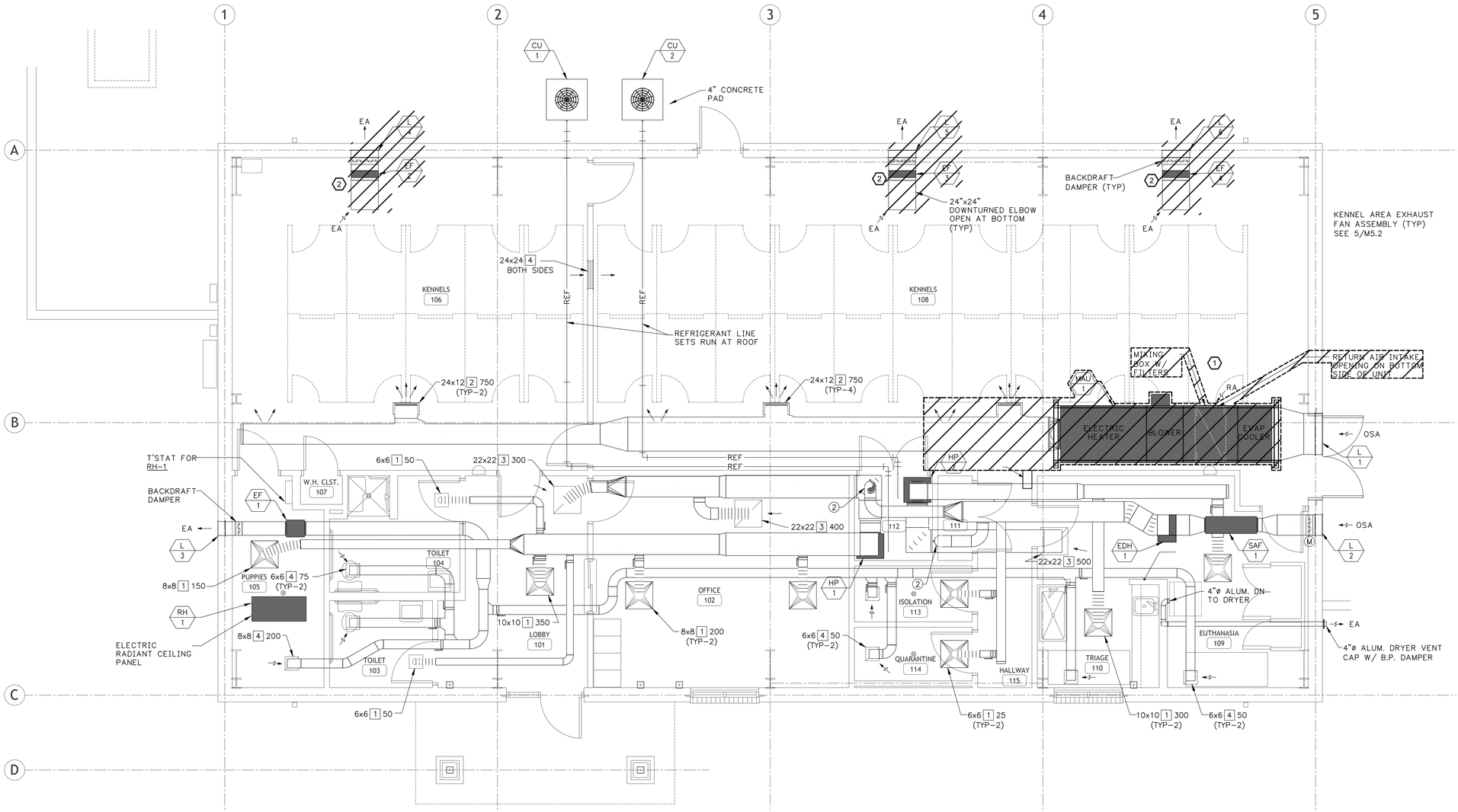
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NOTES

1. SEE M001 AND M002 FOR GENERAL NOTES AND LEGENDS.

KEYNOTES (#)

1. REMOVE EXISTING MAU AS INDICATED.
2. REMOVE EXISTING LOUVER, EXHAUST FAN, PATCH WALL TO MATCH EXISTING.



NORTH

DEMO HVAC FLOOR PLAN

1/4"=1'-0"

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05/10/23

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HVAC DEMO FLOOR PLAN

DWG. NO.
MD101

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ISSUE DATE: 05/10/2023
JOB No. 9089
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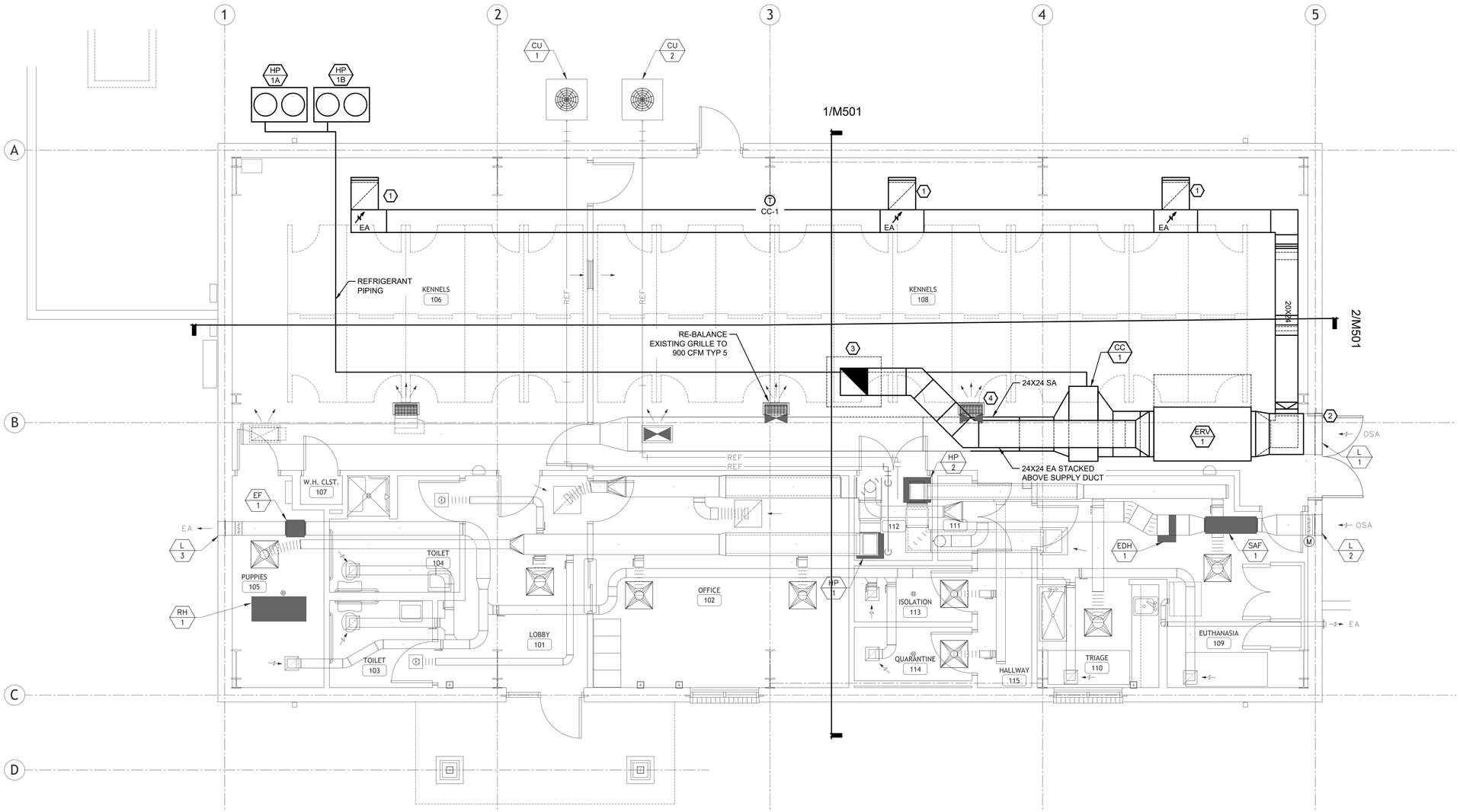
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NOTES

1. SEE M001 AND M002 FOR GENERAL NOTES AND LEGENDS.

KEYNOTES (#)

1. PROVIDE EXPANDED METAL MESH FOR RETURN GRILLES SIZED AT 20X20.
2. FIELD ROUTE CONDENSATE TO EXTERIOR
3. 24X24 UP TO NEW ROOF COWL.
4. REINSTALL DEMOLISHED DIFFUSER ON NEW S/A DUCT.



NORTH

HVAC FLOOR PLAN
1/4"=1'-0'

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BENTON COUNTY
BENTON COUNTY ANIMAL CONTROL HVAC
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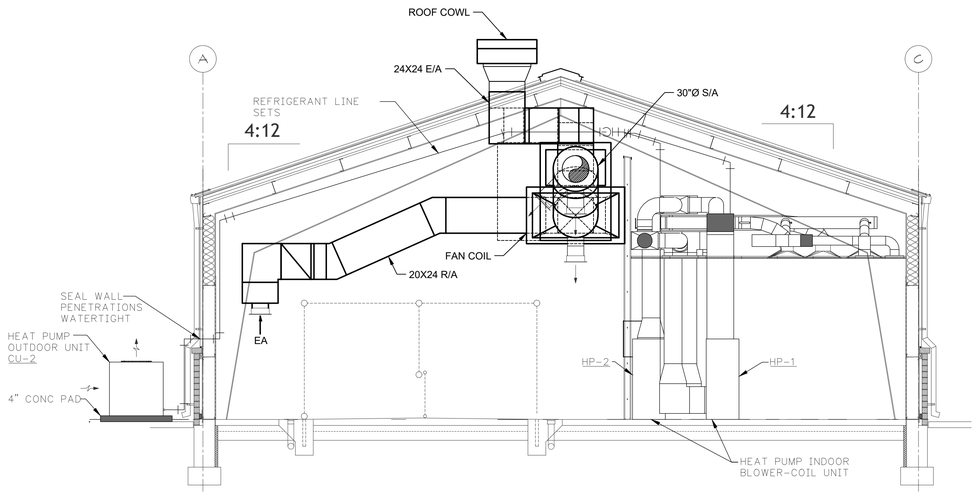
HVAC FLOOR PLAN

DWG. NO.
M101

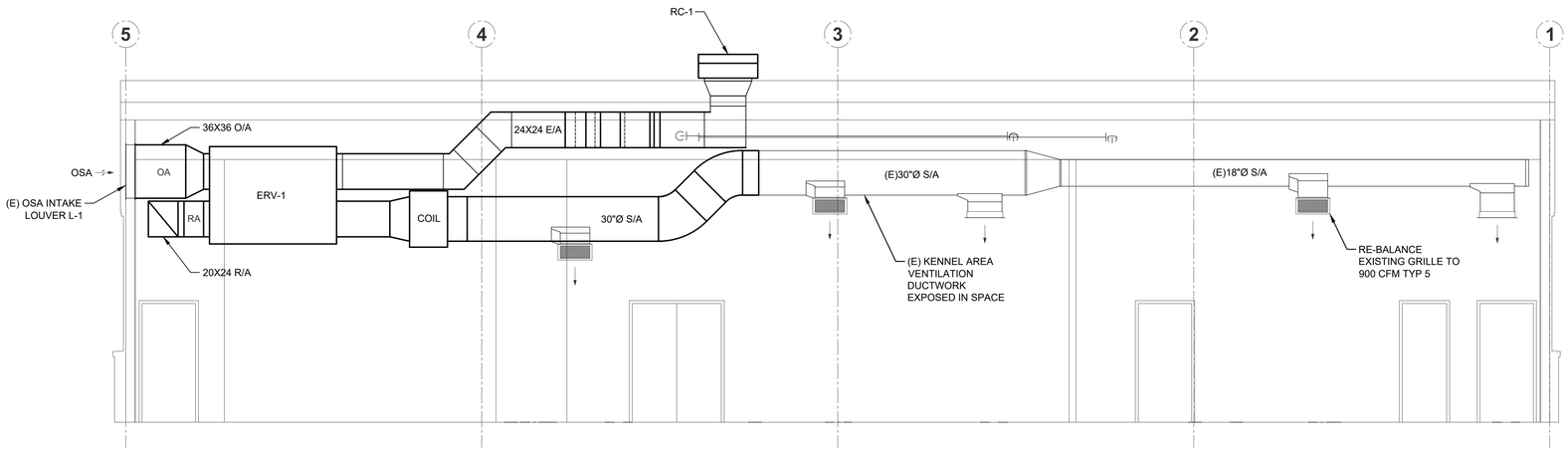
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1 SECTION
1/4"=1'-0'



2 SECTION
1/4"=1'-0'

NOTES

1. SEE M001 AND M002 FOR GENERAL NOTES AND LEGENDS.

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BENTON COUNTY
BENTON COUNTY ANIMAL CONTROL HVAC
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MECHANICAL DETAILS

DWG. NO.
M501

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HEAT/ENERGY RECOVERY VENTILATOR SCHEDULE

SYMBOL	MANUFACTURER	MODEL	TYPE	EXHAUST AIR FLOW (CFM)	INTAKE AIR FLOW (CFM)	INTAKE FAN				EXHAUST FAN				SUMMER PERFORMANCE				WINTER PREFORMANCE				UNIT ELECTRICAL					ELECTRICAL DISCONNECT		STRUCTURAL/SEISMIC		
						INCLUDED	EXT. STATIC PRESSURE (IN WC)	MOTOR KW	FAN KW AT DESIGN	INCLUDED	EXT. STATIC PRESSURE (IN WC)	MOTOR HP	FAN KW AT DESIGN	INTAKE AIR TEMP (°F DB/WB)	SENSIBLE EFF (%)	LATENT EFF (%)	CONDITIONED AIR TEMP (°F DB/WB)	INTAKE AIR TEMP (°F DB/WB)	SENSIBLE EFF (%)	LATENT EFF (%)	CONDITIONED AIR TEMP (°F DB/WB)	VOLTS	PHASE	FLA	MCA	MOCP	PROVIDED	TYPE	OPER WEIGHT (LBS)	MOUNTING	
																														LOCATION	SECUREMENTS
ERV-1	OXYGEN8	C48IN	CORE	4500	4500	YES	1.5	3.7	2.51	YES	1.5	3.7	2.91	99/87.7	66.2	46.2	83.1/76.8	5/5	66.2	46.2	44.7/35.3	460	3	23.34	26.24	35	BY ELECTRICAL	NON-FUSED	1153	SUSPENDED	HANGER RODS WITH VIBRATION ISOLATION

*** ACCESSORIES/REMARKS FOR ALL ERV'S: INSTALL MERV 8 FILTERS ON INTAKE AND EXHAUST UPSTREAM SIDES. AUTOMATIC FROST PROTECTION SEQUENCE. PROVIDE 2-POSITION MOTORIZED DAMPERS AND ACTUATORS ON INTAKE AND EXHAUST DUCTS AS SHOWN ON PLANS. INTERLOCK AND POWERED FROM ERV.

DIRECT EXPANSION COOLING COIL SCHEDULE

SYMBOL	MANUFACTURER	MODEL	AIRFLOW (CFM)	SIZE (SQFT)	REFRIGERANT	ROWS	TOTAL CAPACITY (BTUH)	SENSIBLE CAPACITY (BTUH)	EAT DRY BULB (°F)	EAT WET BULB (°F)	LAT DRY BULB (°F)	LAT WET BULB (°F)	WET COIL AIR PD (IN WG)	ELECTRICAL FOR COIL (VOLTS/PHASE)	ELECTRICAL FOR COIL (MOCP)	OPERATING WEIGHT (LBS)	ACCESSORIES/REMARKS
CC-1	OXYGEN8	38H30X52-6-5-F-Z-L	4,500	10.8	R-410A	5	207.2	73.5	83.1	76.8	63.6	63.1	0.16	208/1	15	1075	NOTE: FOR COILS INTEGRAL TO AIR HANDLING EQUIPMENT, SEE AIR HANDLING EQUIPMENT SCHEDULES.
																	CONNECT TO VRF HEAT PUMPS WITH AHU INTEGRATION KIT. PROVIDE DRAIN PAN AND CONDENSATE CONNECTION AT COOLING COIL. PROVIDE THERMOSTAT.

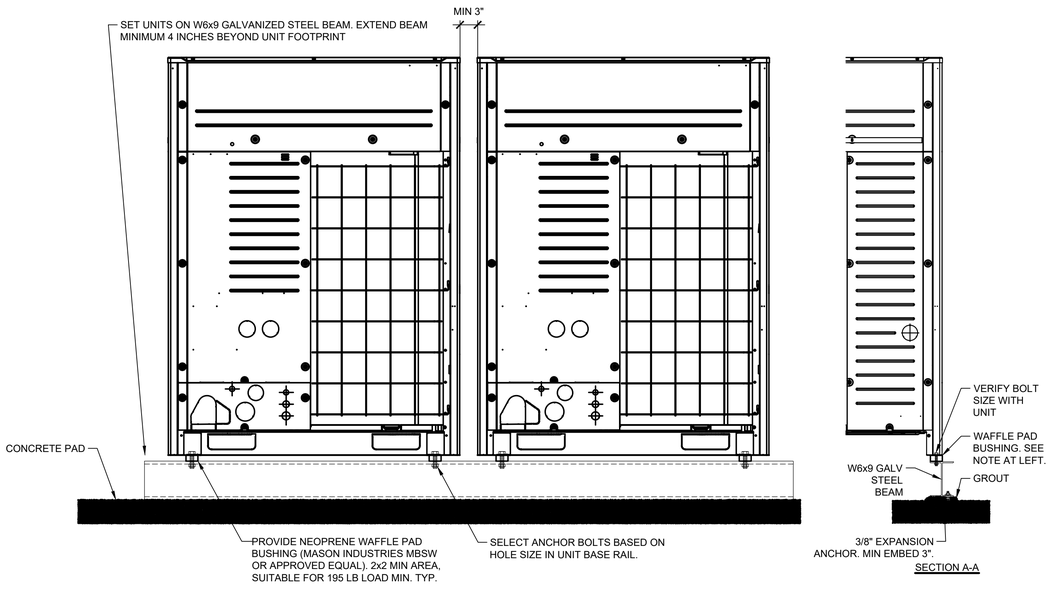
VRF SYSTEM HEAT PUMP SCHEDULE

SYSTEM SYMBOL	MANUFACTURER	SYSTEM MODEL	SYSTEM NOMINAL TONS	SYSTEM CONNECTION RATIO	MODULE MODEL	MODULE NOMINAL TONS	TYPE	REFRIGERANT	COOLING CAPCATIY			HEATING CYCLE			MODULE ELECTRICAL				OPERATING WEIGHT (LBS)	ACCESSORIES/REMARKS
								TYPE	AVAILABLE CAPACITY (BTUH)	EFFICIENCY (EER/IEER)	EAT COND DRY BULB (°F)	AVAILABLE CAPACITY (BTUH)	COP (47°F)	EAT COND DRY BULB (°F)	VOLTS	PHASE	MCA	MOCP		
HP-1A	DAIKIN	RXLQ240TAYDA	20	104	RXLQ240TAYDA	10	HEAT PUMP	R-410A	195,033	11.5 EER	99	262,551	3.5	5/4	460	3	43.3	50	793.7	SEE DETAIL 1/M601 FOR VRF HEAT PUMP DETAIL.
HP-1B					RXLQ240TAYDA	10	HEAT PUMP	R-410A							460	3	43.3	50	793.7	SEE DETAIL 1/M601 FOR VRF HEAT PUMP DETAIL.

NOTES:
1. TOTAL SYSTEM CHARGE INFORMATION IS ESTIMATED USING VRF SYSTEM MANUFACTURER SOFTWARE AND APPROXIMATE REFRIGERANT LINE LAYOUT AND IS FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR DETERMINING AND PROVIDING FINAL REQUIRED CHARGE. SUBMIT FINAL CHARGE AMOUNT INSTALLED IN EACH SYSTEM TO ENGINEER PRIOR TO SUBSTANTIAL COMPLETION. QUANTITY LISTED INCLUDES BOTH FACTORY INSTALLED CHARGE IN EQUIPMENT AND ADDITIONAL TRIM CHARGE.

ROOF COWL SCHEDULE

SYMBOL	MANUFACTURER	MODEL	SERVICE	THROAT DIMENSIONS (LENGTHxWIDTH) (INCHES)	AIR FLOW (CFM)	THROAT VELOCITY (FT/MIN)	AIR PRESSURE DROP (INCHES H2O)	OPER WEIGHT (LBS) (DOES NOT INCLUDE ACCESSORIES)	ACCESSORIES/REMARKS
RC-1	GREENHECK	FGR	EXHAUST	32X32	4,500	633	0.096	100	ALUMINUM BIRD SCREEN. FACTORY ROOF CURB. (MATCH PITCH OF ROOF)



1 VRF HEAT PUMP DETAIL
NTS

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STATE OF WASHINGTON
38297
REGISTERED
PROFESSIONAL ENGINEER
05/10/23

APPROVAL

DRAWN	MAV	05/10/2023
DESIGN	NRW	05/10/2023
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APPROVED	JJN	05/10/2023

BENTON COUNTY
BENTON COUNTY ANIMAL CONTROL HVAC
620 MARKET STREET PROSSER, WA 99350

MECHANICAL SCHEDULES

DWG. NO.
M601

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ISSUE DATE: 05/10/2023
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SPECIFICATION

SECTION 230500 (HVAC) - MECHANICAL SPECIFICATIONS

THE FOLLOWING PARAGRAPHS APPLY TO BOTH SPECIFICATION SECTIONS:

REGULATORY REQUIREMENTS: PERFORM WORK IN ACCORDANCE WITH APPLICABLE PROVISIONS OF INTERNATIONAL MECHANICAL CODE, INTERNATIONAL BUILDING CODE, UNIFORM PLUMBING CODE, ALL STATE AND LOCAL CODES AND ORDINANCES, AND ADOPTIONS THEREOF. PROVIDE MATERIALS AND LABOR NECESSARY TO COMPLY WITH RULES, REGULATIONS, AND ORDINANCES.

ALL MANUFACTURERS, PRODUCTS, FIXTURES, AND EQUIPMENT SPECIFIED ON THE DRAWINGS FORM A BASIS OF DESIGN FOR QUALITY, FEATURES, PERFORMANCE, AND APPEARANCE. SUBSTITUTIONS SHALL NOT BE PERMITTED UNLESS APPROVED IN WRITING BY THE ENGINEER.

GENERAL MATERIALS AND EQUIPMENT: PROVIDE MATERIALS AND EQUIPMENT THAT COMPLY WITH THE CONTRACT DOCUMENTS, THAT ARE THE CURRENT PRODUCT OR MODEL LINE OF THE MANUFACTURER AND, UNLESS OTHERWISE INDICATED, NEW AND UNUSED AT THE TIME OF INSTALLATION. PROVIDE MATERIALS AND EQUIPMENT COMPLETE WITH ALL ACCESSORIES, TRIM, FINISH, SAFETY GUARDS AND OTHER DEVICES AND DETAILS NEEDED FOR A COMPLETE INSTALLATION AND FOR THE INTENDED USE AND EFFECT. WHERE AVAILABLE, PROVIDE STANDARD MATERIALS AND EQUIPMENT OF TYPES THAT HAVE BEEN PRODUCED AND USED SUCCESSFULLY IN SIMILAR SITUATIONS ON OTHER PROJECTS. WHERE MULTIPLE QUANTITIES OF A SINGLE PRODUCT, OR QUANTITIES OF SIMILAR OR RELATED PRODUCTS ARE REQUIRED, SUCH PRODUCTS SHALL BE OF A SINGLE MANUFACTURER TO THE EXTENT POSSIBLE.

INSTALLATION: COORDINATE MECHANICAL SYSTEMS, EQUIPMENT, AND MATERIALS INSTALLATION WITH OTHER BUILDING COMPONENTS. WHERE DIMENSIONAL DISCREPANCIES EXIST, ARCHITECTURAL DRAWINGS TAKE PRECEDENCE OVER MECHANICAL DRAWINGS. CONFORM TO ARRANGEMENTS INDICATED BY THE CONTRACT DOCUMENTS FOLLOWING AS CLOSELY AS BUILDING CONSTRUCTION WILL PERMIT. THE MECHANICAL DRAWINGS DO NOT INDICATE ALL OFFSETS, FITTINGS AND ACCESSORIES THAT MAY BE REQUIRED. ARRANGE WORK ACCORDINGLY AND PROVIDE OFFSETS, FITTINGS AND ACCESSORIES REQUIRED. INSTALL SYSTEMS, MATERIALS, AND EQUIPMENT LEVEL AND PLUMB, PARALLEL AND PERPENDICULAR TO OTHER BUILDING SYSTEMS AND COMPONENTS, UNLESS OTHERWISE INDICATED.

INSTALL SLEEVES AND SLEEVE SEALS TO PREVENT WATER INTRUSION THROUGH PARTITIONS AND PENETRATIONS WHERE PIPING PASSES.

INSTALL ESCUTCHEON PLATES ON PIPING IN FINISHED AREAS TO PROVIDE A NEAT, FINISHED APPEARANCE.

HANGERS AND SUPPORTS: INSTALL PIPING AND DUCTWORK HANGERS AND SUPPORTS COMPLYING WITH CONTRACT DOCUMENTS AND OF TYPE AND CAPACITY REQUIRED FOR PROPER SUPPORT OF COMPONENTS. HANGERS AND SUPPORTS SHALL PRESENT A NEAT AND FINISHED APPEARANCE.

VIBRATION AND SEISMIC CONTROLS: INSTALL VIBRATION ISOLATION DEVICES AS REQUIRED TO REDUCE NOISE AND VIBRATION MOVEMENT OF COMPONENTS. COMPLY WITH REQUIREMENTS IN CONTRACT DOCUMENTS. INSTALL SEISMIC RESTRAINT DEVICES ON EQUIPMENT, PIPING, AND DUCTWORK AS REQUIRED BY LOCAL BUILDING CODES.

IDENTIFICATION: INSTALL PERMANENTLY-ENGRAVED PLASTIC EQUIPMENT LABELS FOR ALL EQUIPMENT INDICATED IN SCHEDULES (EXCEPT INDIVIDUAL PLUMBING FIXTURES IN FINISHED AREAS). INSTALL PIPING LABELS TO INDICATE FLUID BEING CARRIED. COMPLY WITH COLOR REQUIREMENTS IN ASME STANDARD A13.1.

PIPE INSULATION: COMPLY WITH THICKNESS AND MATERIAL PROPERTIES SPECIFIED IN LOCAL ENERGY CODE. IF THICKNESS IS NOT SPECIFIED BY CODE, MINIMUM INSTALLED THICKNESS SHALL BE 1/2". INSULATION SHALL BE MINERAL OR GLASS FIBER RIGID, PREFORMED PIPE INSULATION, MEETING ASTM C 547, 'K' VALUE OF 0.23 AT 750F. MAXIMUM SERVICE TEMPERATURE OF 850 DEG F. FURNISH WITH FACTORY INSTALLED ALL-SERVICE JACKET (VAPOR BARRIER JACKET) CONSISTING OF WHITE KRAFT PAPER REINFORCED WITH GLASS FIBER YARN AND BONDED TO ALUMINUM FOIL, SECURED WITH SELF-SEALING LONGITUDINAL LAPS AND BUTT STRIPS OR WITH OUTWARD CLINCH EXPANDING STAPLES AND VAPOR BARRIER MASTIC. INSTALL PVC FITTING COVERS AND CORNER ANGLES AT ELBOWS AND BRANCH JOINTS.

SECTION 230500 - HVAC

TESTING, ADJUSTING, AND BALANCING (TAB): PERFORM TAB SERVICES USING INDUSTRY-STANDARD METHODS AND TOOLS. COMPLY WITH REQUIREMENTS IN LOCAL ENERGY CODE AND MECHANICAL CODE. AIRFLOW TOLERANCES AT INLETS AND OUTLETS SHALL BE +/- 10% OR LESS. SYSTEMS SHALL BE BALANCED AND PROCEDURES DOCUMENTED SUFFICIENTLY TO DEMONSTRATE COMPLIANCE WITH CONTRACT DOCUMENTS AND TO SUGGEST REMEDIES FOR ANY DEFICIENCIES NOTED. SUBMIT TAB REPORT TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO SUBSTANTIAL COMPLETION. TAB SUBCONTRACTOR SHALL BE ENGAGED DIRECTLY BY THE GENERAL CONTRACTOR OR THE OWNER, NOT THE HVAC&R SUBCONTRACTOR OR ANY OTHER SUBCONTRACTOR, UNLESS EITHER A) THE HVAC&R SUBCONTRACTOR IS THE PRIME CONTRACTOR FOR THE PROJECT, OR B) EXPRESSLY APPROVED IN WRITING BY THE OWNER AND THE ENGINEER.

DUCTWORK INSULATION: COMPLY WITH THICKNESS AND MATERIAL PROPERTIES SPECIFIED IN LOCAL ENERGY CODE REQUIRED TO MEET FINAL INSTALLED R-VALUES INDICATED IN CODE. IF THICKNESS IS NOT SPECIFIED BY CODE, MINIMUM INSTALLED THICKNESS SHALL BE 1-1/2". INSULATION SHALL BE FLEXIBLE, MINERAL OR GLASS FIBER BLANKET BONDED WITH THERMOSETTING RESIN, MEETING ASTM C 1290, TYPE III, 'K' VALUE OF 0.27 AT 75 DEG F INSTALLED. DENSITY OF 0.75 LB/CU FT UNLESS OTHER VALUE IS REQUIRED TO MEET ENERGY CODE. FURNISH WITH FACTORY-INSTALLED VAPOR BARRIER JACKET CONSISTING OF ALUMINUM FOIL REINFORCED WITH FIBERGLASS YARN AND LAMINATED TO FIRE-RESISTANT KRAFT, SECURED WITH UL LISTED PRESSURE SENSITIVE TAPE OR OUTWARD CLINCHED EXPANDED STAPLES AND VAPOR BARRIER MASTIC. INSTALL INSULATION WHERE REQUIRED BY LOCAL ENERGY CODE.

FLEXIBLE DUCT LINER: FLEXIBLE, GLASS FIBER BLANKET, BONDED WITH THERMOSETTING RESIN, MEETING ASTM C 1071 AND NFPA 90A OR 90B, AIR STREAM SURFACE FACED WITH NON-ABRASIVE SURFACE. 'K' VALUE OF 0.25 AT 75°F. MAXIMUM VELOCITY ON MAT AIR SIDE OF 5,000 FT/MIN. FURNISH WITH UL LISTED WATERPROOF TYPE ADHESIVE. FURNISH WITH DUCT LINER GALVANIZED STEEL PIN FASTENERS, WELDED OR MECHANICALLY FASTENED.

REFRIGERANT PIPING: INSTALL REFRIGERANT PIPING AS REQUIRED FOR SPLIT TYPE HVAC SYSTEMS. PIPING SHALL BE TYPE ACR COPPER TUBING, EITHER HARD-DRAWN OR SOFT ANNEALED, WITH WROUGHT-COPPER SOLDER FITTIGNS AND BRAZED JOINTS. COMPLY WITH INDUSTRY STANDARD PRACTICES AND LOCAL MECHANICAL CODE AND ASHRAE STANDARD 15. INSTALL INSULATION ON ALL FIELD-PROVIDED REFRIGERANT PIPING AS REQUIRED TO PREVENT CONDENSATION AND DETRIMENTAL HEAT ABSORPTION OR LOSS FROM PIPING. PRE-MANUFACTURED PIPING SETS WITH FACTORY-INSTALLED INSULATION ARE ACCEPTABLE.

AIR HANDLING EQUIPMENT: EQUIPMENT LISTED IN THE MECHANICAL EQUIPMENT SCHEDULES SETS A STANDARD OF QUALITY AND PERFORMANCE FOR ALL AIR HANDLING EQUIPMENT. SUBSTITUTIONS SHALL BE APPROVED IN WRITING BY THE ENGINEER AND WILL NOT BE CONSIDERED PRIOR TO BID AWARD. INSTALL EQUIPMENT AND ACCESSORIES PER MANUFACTURER'S INSTRUCTIONS. DO NOT OPERATE HVAC SYSTEMS DURING CONSTRUCTION FOR TEMPORARY CONDITIONING UNLESS EXPRESSLY APPROVED IN WRITING BY THE OWNER. INSTALL NEW FILTERS IN ALL AIR HANDLING EQUIPMENT SO EQUIPPED AT SUBSTANTIAL COMPLETION.

SHEET METAL DUCTWORK: FABRICATE DUCTWORK FROM GALVANIZED SHEET STEEL COMPLYING WITH ASTM A 527, LOCK FORMING QUALITY, WITH G 90 ZINC COATING IN ACCORDANCE WITH ASTM A 525. ALL DUCTWORK SHALL BE FABRICATED AND INSTALLED IN COMPLIANCE WITH SMACNA DUCT CONSTRUCTION STANDARD METAL AND FLEXIBLE FOR 1" W.C. DESIGN PRESSURE CLASS UNLESS INDICATED OTHERWISE IN CONTRACT DOCUMENTS.

INSTALL, SUPPORT, AND LEAK TEST DUCTWORK IN ACCORDANCE WITH SMACNA STANDARDS, LOCAL MECHANICAL AND ENERGY CODE, AND AUTHORITIES HAVING JURISDICTION. DUCTWORK SHALL BE KEPT AS CLEAN AS PRACTICABLE DURING INSTALLATION AND CLEANED PRIOR TO HVAC SYSTEM STARTUP. FOR CLOTHES DRYER EXHAUST DUCTS, INSTALL WITH SMOOTH INSIDE SURFACES FREE OF ANY FASTENERS, BURRS, OR OTHER ITEMS THAT COULD CAPTURE LINT OR DUST AND CAUSE MATERIAL BUILDUP. INSTALL WITH MINIMUM NUMBER OF JOINTS NECESSARY, AND WITH SWEEP ELBOWS. DO NOT USE FLEXIBLE DRIER DUCT EXCEPT AT DRIER EXHAUST CONNECTION (MAXIMUM 4 FEET OF FLEXIBLE DUCT).

FLEXIBLE DUCTWORK: ZINC COATED SPRING STEEL HELIX PERMANENTLY BONDED TO AN INTERNAL LINER, WITH FACTORY APPLIED 1" NOMINAL 1 LB/FT3 FIBERGLASS INSULATION, SHEATHED WITH A SEAMLESS EXTERIOR VAPOR BARRIER JACKET, FINISHED WITH VAPOR CUFFS AT EACH END, COMPLYING WITH UL 181 CLASS 1.

DUCT SEALANT: NON-HARDENING, NON-MIGRATING MASTIC OR LIQUID ELASTIC SEALANT, SUITABLE FOR FABRICATION/INSTALLATION DETAIL, AS COMPOUNDED AND RECOMMENDED BY MANUFACTURER SPECIFICALLY FOR SEALING JOINTS AND SEAMS IN DUCTWORK.

REGISTERS, GRILLES AND DIFFUSERS: PROVIDE MANUFACTURER'S STANDARD REGISTERS, GRILLES AND DIFFUSERS WHERE SHOWN OF SIZE, SHAPE, CAPACITY AND TYPE INDICATED, CONSTRUCTED OF MATERIALS AND COMPONENTS AS INDICATED, AND WITH ACCESSORIES REQUIRED FOR COMPLETE INSTALLATION.

MANUAL BALANCING DAMPERS: PROVIDE DAMPERS OF SINGLE BLADE TYPE OR MULTI-BLADE TYPE, FIELD-FABRICATED IN ACCORDANCE WITH SMACNA HVAC DUCT CONSTRUCTION STANDARDS OR FACTORY-FABRICATED. PROVIDE WITH INDICATING QUADRANT REGULATOR WITH LOCKING FEATURE, EXTERNALLY LOCATED AND EASILY ACCESSIBLE FOR ADJUSTMENT. INSTALL MINIMUM 8 INCH LENGTH OF BRIGHT COLOR RIBBON AT EACH DAMPER QUADRANT WHICH IS CONCEALED ABOVE CEILING.

OTHER AIR DUCT ACCESSORIES: INSTALL BACKDRAFT AND PRESSURE RELIEF DAMPERS, CONTROL DAMPERS, FIRE DAMPERS, COMBINATION FIRE/SMOKE DAMPERS, TURNING VANES, DUCT ACCESS DOORS, AND FLEXIBLE CONNECTORS AS REQUIRED BY LOCAL CODE, CONTRACT DOCUMENTS, AND AS REQUIRED FOR A COMPLETE AND FUNCTIONAL INSTALLATION.

-END OF MECHANICAL SPECIFICATIONS-

SEQUENCE OF OPERATION

ERV

1. THE UNITS SHALL BE CONTROLLED BY A THERMOSTAT, UNIT SHALL OPERATE CONTINUOUSLY.

1.1. SUPPLY FAN SHALL BE ON.
1.2. EXHAUST FAN SHALL BE ON
1.3. OUTDOOR AIR DAMPER AND EXHAUST AIR DAMPER SHALL BE OPEN.
1.4. OUTSIDE AIR SHALL PASS THROUGH ENERGY RECOVERY DEVICE TO PRECONDITION THE AIR.
1.5. ON A CALL FOR COOLING, MECHANICAL COOLING SHALL BE ACTIVATED AS NECESSARY TO MAINTAIN THE SPACE TEMPERATURE SETPOINT CONDITIONS.
1.6. ON A CALL FOR HEATING, COMPRESSION HEATING (HEAT PUMP) SHALL CYCLE AS NECESSARY TO MAINTAIN THE SPACE TEMPERATURE AT SETPOINT CONDITIONS.

Meier
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NO.	REVISIONS	DATE	DRWN	CHKD	DESIGN	APPD

JEREMIAH JAMES NEWELL
STATE OF WASHINGTON
18297
REGISTERED
PROFESSIONAL ENGINEER
05/10/23

APPROVAL

DRAWN	MAV	05/10/2023
DESIGN	NRW	05/10/2023
CHECKED	JJN	05/10/2023
APPROVED	JJN	05/10/2023

BENTON COUNTY
BENTON COUNTY ANIMAL CONTROL HVAC
620 MARKET STREET PROSSER, WA 99350

MECHANICAL SPECIFICATIONS

DWG. NO.
M701

SCALE: AS INDICATED
ISSUE DATE: 05/10/2023
JOB No. 9089
REV. 0

I:\PROJECTS\9000\9089 Benton County Animal Control HVAC Upgrade\DWG\9089M701.dwg - May 10, 2023-3:30 pm - Miguel A Valdez

MECHANICAL COMPLIANCE SUMMARY

2018 WSEC Compliance Forms for Commercial Buildings including Group R2, R3 & R4 over 3 stories and all R1

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Project & Applicant Information	**Project Title**	Benton County Animal Control HVAC Upgrade - 2018 WSEC	For Building Department Use:	**Date: May 10, 2023**
	Project Address	1116 Grant Place Kennewick, WA, WA 99338		
	Applicant Name	Nathaniel Weinman		
	Applicant Phone	509-737-6950		
	Applicant Email	nrweinman@meierinc.com		

For questions about this report, contact WSEC Commercial Technical Support at 360-539-5300 or via email at com.techsupport@waenergycodes.com

General Occupancy	All Commercial		**General Building Use Type**	Veterinary, Clinic/Kennel		**Building Cond. Floor Area**	1,850
General Project Types	Alteration	**New Building or Addition Mechanical Scope**		**Alteration Mechanical Scope**	Single Zone Systems & Equipment	**Project Cond. Floor Area**	1,850
						Floors Above Grade	1
						Compliance Method	Compliance Method 1 - General
Mechanical Project Description							

Mechanical Compliance Scope and Method	**Project Type**	**Mechanical Scope**	**Economizer Exception(s) Applied?**	**DOAS Ventilation Provided?**	**Higher Equipment Efficiency Option Applied?**	**Equipment Efficiency Compliance Verification**
	Alteration	Single Zone Systems & Equipment	Yes	No	NA	**COMPLIES**
Additional Efficiency Credits Included (AEC)						
Does building include occupancy classifications requiring DOAS?	No		**Does project include DOAS equipment?**			No
Based on project scope do TSPR requirements apply?	No		**Do all systems comply with Appendix D standard reference design or qualify for an exception to TSPR?**			No

Scope & Space Conditioning	**ALTERATION - SINGLE ZONE SYSTEMS & EQUIPMENT**	**Compliance Verification**	**COMPLIES**

Single Zone Air Systems Category - Heat pump, unitary, thru-wall, SDHV

Air Systems Summary Information

System/Equip ID	Quantity of Items	Supply Airflow Control	Ventilation Standard	Ventilation CFM (Total if Multiple Items)	Ventilation Air Source	Paired with DOAS	Ventilation energy recovery	Energy Recovery Efficiency (%)
HP-1		Constant volume	ASHRAE Standard 62.1	4,500	Integral		Provided but not required	51

Air Systems & Equipment - Cooling

System/ Equip ID	Cooling System/Equip Type	Specific Type	Cooling Capacity per item (Btu/h)	AEC Efficiency Multiplier	Econo Exception Multiplier (FL & PL)	Combined Efficiency Multiplier (AEC & Econo)	Proposed Cooling Efficiency	CE Units	Proposed Part Load Efficiency	PL Units	Efficiency Compliance Verification
HP-1	Heat pump, air cooled	Split system	195,033	1	0	1	11.5	EER	18.6	IEER	COMPLIES

Air Systems & Equipment - Heating

System /Equip ID	Heating System/Equip Type	Specific Type	Heat Pump Heating Capacity (Btu/h)	Cooling Capacity (Btu/h)	AEC Efficiency Multiplier	Proposed Heat Pump Heating Efficiency	HPH Units	Proposed Low OSA Temp Efficiency	LTH Units	Efficiency Compliance Verification
HP-1	Heat pump, air cooled, heating	Split system	262,551	195,033	1	3.5	COP	2.2	COP	COMPLIES

Air Systems & Equipment Details

System/Equip ID	Area(s) Served	Location In Project Documents - Plan/Detail #	
HP-1	Kennel	M101, M601	
	System/Equip ID for a single or multiple items?: Single item		
	Heating Section/Auxiliary Heating Type: Electric resistance (or None)		Economizer Compliance Method: Economizer not required
	WSEC Equip Efficiency Reference Table - Cooling: Table C403.3.2(2) - Unitary and Applied Heat Pumps		

	Proposed Low OSA Temp Efficiency: 2.2	LTH Units: COP
	WSEC Equip Efficiency Reference Table - Heating: Table C403.3.2(2) - Unitary and Applied Heat Pumps	

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The following information is necessary to check a mechanical permit application for compliance with the mechanical systems and equipment requirements in the Washington State Energy Code, Commercial Provisions.
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Project:
Benton County Animal Control HVAC Upgrade - 2018 WSEC
1116 Grant Place
Kennewick, WA, WA 99338

Date: 2023-05-10

Applies	Code Section	Code Provision	Compliance Information Required In Permit Documentation	Location in Documents	Building Department Notes
SCOPE					
	C103.1	Construction documents - General	For a shell & core or tenant space (first build-out) project, indicate if there is no mechanical scope included in the project.		
NA	C103.1	Construction documents - General	For an alteration project, indicate if there is no mechanical scope included in the project.		
PERFORMANCE CRITERIA & SYSTEM DESIGN					
NA	C403.1	Exempt process equipment	Identify equipment used by manufacturing, industrial or commercial processes that are not for space conditioning or maintaining comfort and amentities for occupants; identify provisions applicable to this equipment per C403.1 exception		
	C403.1.1	HVAC total system performance ratio (TSPR)	For systems serving office, retail, library or education occupancies, provide a TSPR report that demonstrates the proposed design ratio is equal to or greater than the standard reference design ratio, or exception applied		
YES	C403.1.2	Calculation of heating and cooling loads	Provide load calculations performed per ASHRAE Std 183 or equivalent, using design parameters per C302 and Appendix C; include load adjustments to account for energy recovery		
NA	C403.1.3	Data centers	Provide documentation that demonstrates that data center systems comply with the maximum allowed Design MLC and Annualized MLC per ASHRAE 90.4 with 2018 WSEC adjustments per climate zone		
NA	C403.2.1 C403.4.2.2	Zone isolation	If there are HVAC zones that are intended to be occupied non-simultaneously, identify isolation zone areas on plans; if multiple zones intended to be occupied simultanteously will be combined into a single isolation zone, include on plans that the combined zone area does not exceed 25,000 sf and does not include more than one floor; or exception applied		
NA			Indicate locations of associated zone isolation dampers in HVAC distribution system		
NA			Refer to HVAC Controls section in Requirements List for applicable automatic setback and shutdown controls requirements		
EQUIPMENT SELECTION & PERFORMANCE					

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YES	C403.3.1	Equipment and system sizing	Indicate that output capacities of heating and cooling equipment and systems are no greater than the smallest available equipment size that exceeds the calculated loads; note exceptions applied	M002, M601	
YES	C403.3.2 C403.9.1	HVAC equipment performance requirements (efficiency)	Provide equipment schedules on plans and in WSEC mechanical equipment compliance reports; indicate equipment type, calculated loads, capacity, rated and WSEC minimum efficiencies for all heating and cooling equipment; include supply and ventilation air cfms and operating hours for all air systems; identify heating and cooling equipment that does not have a corresponding WSEC minimum efficiency (manufacturer rated)	M601	
NA	C405.8	Electric motor efficiency	List all motors ≥ 1/12 hp (that are not integral to a rated piece of equipment) in the mechanical or electrical equipment schedules on plans; indicate motor type and applicable efficiency table, hp, rpm, number of poles and rated efficiency, or exception applied		
NA	C403.3.2	Gas and oil-fired forced air furnace and unit heaters	For forced air furnaces with capacity ≥ 225,000 Btu/h and all unit heaters, indicate in equipment schedule intermittent ignition or IID, flue or draft damper, and rated jacket loss		
YES	C403.3.2.4	Packaged electric heating / cooling equipment	Verify all packaged electric equipment with > 6,000 Btu/h cooling capacity and any amount of heating is a heat pump; include in equipment schedules	M601	
NA	C403.3.3	Hot gas bypass limitation for DX cooling equipment	For cooling equipment with hot gas bypass, provide either multiple step unloading or continuous capacity modulation; indicate bypass capacity per Table C403.3.3		
NA	C403.3.2.5	Humidification	For cooling systems with humidification equipment that are also required to have air economizer, indicate humidifier is adiabatic (direct evaporative or fog atomization), or exception applied		
	C403.3.2	Hydronic equipment	Refer to Requirements List section Hydronic Systems - Equipment Selection & Performance for selection criteria specific to chillers and boilers		
NA	C403.9	Heat rejection equipment	Refer to Requirements List section Heat Rejection Systems - Equipment Selection & Performance for selection criteria specific to cooling towers, dry coolers and condensers (air-cooled and evaporative)		

EQUIPMENT SELECTION & PERFORMANCE - DEDICATED OUTSIDE AIR SYSTEMS (DOAS)

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	C403.3.5 C403.3.5.4	Dedicated outdoor air systems	For buildings with occupancies required to comply with the DOAS provisions per Table C403.3.5, identify on plans all occupancies in the building and indicate which occupied spaces are required to have ventilation air delivered by a DOAS; or exception applied		
			If natural ventilation exception is applied, identify these spaces on plans; indicate operable window area complies with IMC Section 402; provide documentation describing how required ventilation will be provided during all occupied hours, including during inclement weather		
			If high efficiency VAV exception is applied, identify these spaces on plans; refer to Single Zone VAV section for Groups A-1, A-2 and A-3 occupancy classifications, or Multiple Zone VAV for other than Groups A-1, A-2 and A-3 (per Table C403.3.5)		
			If compliance with the DOAS provisions is deemed to be impractical, provide documentation that demonstrates the alternate design strategy applied that achieves a comparable level of energy efficiency, as pre-approved by the AHJ		
			Refer to Requirements List section after Multiple-Zone Air Systems for High Efficiency Multiple-Zone VAV Systems exception to C403.3.5 DOAS		
			Refer to Requirements List section after High Efficiency Multiple-Zone Air Systems for High Efficiency Single-Zone VAV Systems exception to C403.3.5 DOAS		
	C403.3.5.1	DOAS energy recovery method and effectiveness	For all DOAS systems, indicate exhaust air ER method and basis of rated effectiveness (sensible or latent); indicate ≥ 60% sensible or ≥ 50% enthalpy ER effectiveness based on delta between outdoor air and return air enthalpies at design conditions; or exception applied		
			If applying exception for DCV, identify occupant load in space and airflow control configured to reduce ventilation rate by ≥ 50% when occupancy is less than design occupancy		
	C403.3.5.1	DOAS fan power	For DOAS with total system fan hp < 5 hp, indicate total system fan power does not exceed 1 watt per cfm		
			For DOAS with total system fan hp ≥ 5 hp, indicate total system fan power complies with fan power limitation per Section C403.8.1		

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	C403.3.5.2	Heating / cooling system controls with DOAS	Indicate systems and equipment associated with the delivery of zone level heating and cooling (fans, hydronic pumps, primary air dampers, etc) are configured to shut off, and central eqiupment is configured to turn down, when there is no call for heating or cooling in the zone they serve		
			If applying Exception to heating / cooling fans used for air mixing in the space during deadband periods, include fan watts per cfm in equipment schedule		
	C403.3.5.3	Decoupled DOAS supply air	Indicate method of delivery of DOAS supply air to the occupied space (directly into space, downstream of terminal heating / cooling coils); or exception applied		
	C403.6.1	Multiple zone DOAS	For DOAS serving multiple zones, indicate controls configured to reduce the volume of outdoor air in each zone independently when the zone is unoccupied; or exception applied		
ADDITIONAL EFFICIENCY CREDITS - DEDICATED OUTSIDE AIR SYSTEMS (DOAS)					
	C406.6	DOAS	For building occupancies not subject to the requirements of Section C403.3.5, to comply with this additional efficiency credit, provide calculations that demonstrate 90% or more of the total floor area of all occupied, conditioned spaces are served by a DOAS per C403.3.5		
	C406.7	High performance DOAS - Energy recovery effectiveness and fan power	For all building occupancies, to comply with this additional efficiency credit, demonstrate compliance with C406.6		
			Indicate energy recovery sensible effectiveness of all DOAS is ≥ 80%		
			For each system, indicate that total system fan power does not exceed 0.5 watts per cfm		
FANS AND FAN CONTROLS					
YES	C403.8.1	Fan power limitation	For all HVAC fan systems that provide heating and / or cooling and all DOAS, provide system total nameplate hp in equipment schedules on project plans	M601	
NA			For all applicable HVAC systems with total fan motor nameplate hp > 5hp, verify fan system motor hp or bhp complies with fan power limits per equations in Table C403.8.1(1)		
NA			Terminal units installed in conjunction with a DOAS (hydroninc heat pumps, VRF heat pumps, chilled/hot water terminal units, variable volume terminal units) shall be treated as independent air-handling units for purposes of fan power calculations		

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NA	C403.8.2	Motor nameplate hp	For all applicable HVAC systems with total fan motor nameplate hp > 5hp, indicate fan motors specified are the smallest available motor hp size greater than fan bhp, note exceptions applied		
YES	C405.8	Fractional hp fan motors	For all fractional hp fan motors (1/12 - 1 hp), indicate that motors comply with applicable WSEC efficiency tables; if motor type is not listed in an efficiency table, indicate whether fan has an electronically commutated motor, has motor rated efficiency of at least 70%, or exception applied	M601	
NA	C403.8.3	Fan efficiency	For individual fans > 5hp, and multiple fans combined in series or parallel that operate as the functional equivalent of a single fan with a combined total motor hp > 5hp, indicate in equipment schedule that rated FEG for all applicable fans is ≥ 67, or exception applied; indicate these fans are sized so total efficiency is within 15% of the fan maximum total efficiency		
	C403.8.4	Group R occupancy exhaust fan efficacy	For all exhaust fans ≤ 400 cfm in Group R occupancies, indicate in equipment schedule the fan flow rate and efficacy (cfm/watt), or exception applied; refer to Table C403.8.4		
NA	C403.2.3	Variable flow capacity - fans	For fan motors ≥ 7.5 hp, indicate method of variable flow control (VSD or equivalent method) in equipment schedule, or exception applied		
YES	C403.8.5.1	Fan airflow control	For DX air handling units with cooling capacity ≥ 42,000 Btu/h and evaporative and chilled water air handling units with fan ≥ 0.25 hp, indicate whether system is single zone or multiple zone and related control method (cooling capacity controlled in response to space temperature, space temperature is controlled by modulating supply airflow, or both)	M701	
YES			For mechanical cooling systems (includes DX and chilled water coils) that control cooling capacity in response to space temperature - Provide a minimum of two stages of fan control; indicate minimum fan speed is ≤ 66% of full speed drawing ≤ 40% of full speed fan power during periods of low cooling or ventilation only	M601	

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NA			For other mechanical cooling systems (includes DX and chilled water coils) that control space temperature by modulating airflow (in lieu of, or in addition to, controlling capacity in response to space temperature) - Provide fan controls for modulating supply airflow; indicate minimum fan speed is ≤ 50% of full speed drawing ≤ 30% of full speed fan power during periods of low cooling or ventilation only; or exception applied		
ADDITIONAL EFFICIENCY PACKAGE OPTION, MORE EFFICIENT HVAC EQUIPMENT & FAN PERFORMANCE - MUST COMPLY WITH ALL 3 PROVISIONS TO BE ELIGIBLE					
	C406.2.1	HVAC system selection	To comply with this additional efficiency credit, provide calculations that demonstrate (based on heating and cooling output capacity) that 90% or more of all HVAC equipment serving conditioned floor areas have a corresponding WSEC listed efficiency; or exception applied		
	C406.2.2	Minimum equipment efficiency	In addition to system selection requirement, indicate that all associated heating and cooling equipment have a rated efficiency for all equipment performance criteria (heating, cooling, full load, part load) that is at least 15% better than the listed WSEC efficiency; include specific equipment exceptions applied		
			For systems required to provide a TSPR report per C403.1.1, demonstrate that the proposed design ratio is at minimum 10% higher than the standard reference design ratio		
			For projects complying via weighted average efficiency exception, include calculations that demonstrate the overall average better than code efficiency of all equipment performance criteria for all equipment is ≥ 15%; indicate that all equipment has at least 5% better than code efficiency		
			For systems serving low energy and semi-heated spaces, indicate that 90% or more of installed heating output capacity is provided by electric infrared or gas-fired radiant equipment for localized heating applications only		
	C406.2.3	Minimum fan efficiency grade	In addition to system selection and efficiency requirements, indicate rated FEG of all ≥ 1 hp (750 watt) stand alone supply, return and exhaust fans is ≥ 71; indicate these fans are sized so the fan efficiency at design conditions is within 10% of the maximum total or static efficiency		
VENTILATION, EXHAUST & ENERGY RECOVERY					
YES	C403.2.2.1	Ventilation	Indicate method of ventilation air delivery (natural or mechanical) for each zone	M101M601	

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YES			If mechanically delivered, indicate that ventilation systems are configured to provide not more than 150% of, but at least the minimum required volume of outdoor air to each zone per IMC, ASHRAE 62.1 or other applicable code (WAC, OSHA, etc); or exception applied	M601	
NA			If delivered via natural ventilation, identify required elements per IMC including: minimum openable area to the outdoors or qualifying adjoining spaces; criteria for ensuring required ventilation is provided during all occupied hours of the year (including during inclement outdoor conditions)		
YES	C403.2.2.2	Exhaust	Indicate that exhaust systems are configured to provide not more than 150% of, but at least the minimum required volume from each zone per IMC, or other applicable code (WAC, OSHA, etc); or exception applied	M101, M601	
NA	C403.4.2.4	Exhaust system off-hour controls	Refer to Requirements List section HVAC Controls for off-hour controls requirements for exhaust systems		
	C403.3.6	Balanced ventilation for Group R-2 occupancy	For Group R-2 dwelling and sleeping units, indicate that each habitable space is provided with a balanced ventilation system; indicate system is provided with energy recovery with 60% sensible recovery effectiveness		
NA	C403.7.1	Demand controlled ventilation	Identify spaces > 500 sf with occupant load ≥ 25 people/1,000 sf per IMC; for each space indicate whether it is served by an HVAC system with total design ventilation air > 3,000 cfm, and / or the system has airside economizer or automatic modulating outdoor air damper; indicate controls are configured to provide demand controlled ventilation or provide supporting documentation for applied exception		
NA	C403.7.2	Occupancy sensors	For gyms, classrooms, auditoriums, conference rooms and other spaces with occupant load ≥ 25 people/1,000 sf per IMC, that have an area > 500 sf, indicate occupancy-based ventilation air control when space is unoccupied and method (closes outdoor air damper or shuts-off equipment); or alternate means provided to automatically reduce ventilation air when space is partially occupied; or exception applied		
NA	C403.7.3	Ventilation air heating control	For ventilation air systems that operate in conjunction with heating and cooling systems, indicate that ventilation air is tempered (via heating or heat recovery) to no greater than 60F when the space conditioning system is in cooling mode		

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	C403.7.4.2	Ventilation controls for Group R-1 guestrooms	Refer to Requirements List section HVAC Controls for Group R-1 temperature setback and set-up controls		
			Indicate method of ventilation and exhaust isolation for each guest room and automatic controls that are configured to turn off ventilation and exhaust airflow when each room is unoccupied		
	C403.8.4	Group R occupancy exhaust fan efficacy	Refer to Requirements List section Fans & Fan Controls		
	C403.7.5 C403.7.5.1	Enclosed loading dock ventilation	For enclosed loading docks, indicate ventilation / exhaust system method of activation (gas detection system for CO and NO2, or occupancy sensors), and control method (staged or modulating)		
	C403.7.5 C403.7.5.2	Enclosed parking garage ventilation	For enclosed parking garages, indicate ventilation / exhaust system activated by gas detection system for CO and NO2, and control method (staged or modulating); or exception applied		
NA	C403.7.6	Ventilation / exhaust systems energy recovery	For systems with design ventilation air > 5,000 cfm, or design supply air cfm and % ventilation air exceeding the values in Tables C403.7.6(1) or (2), indicate exhaust air energy recovery method; or exception applied with supporting calculations		
NA			For rooms served by multiple systems with aggegate design ventilation air > 5,000 cfm, or aggregate design supply air cfm and % ventilation air exceeding the values in Tables C403.7.6(1) or (2), indicate exhaust air energy recovery method; or exception applied with supporting calculations		
NA			Indicate energy recovery rated effectiveness that increases outdoor air enthalpy by ≥ 50% based on delta between outdoor air and return air enthalpies at design conditions		
	C403.7.7.1.1 C403.7.7.1.2 C403.7.7.1.3	Kitchen exhaust hood system	Indicate on plans the type, duty, UL rating and exhaust airflow rate of each kitchen hood		
			Provide calculations that show a balanced accounting of total kitchen exhaust (include all hoods) with % of: supply air, transfer air from adjacent spaces, and make-up air		
			For hoods with make-up air drawn directly into the exhaust air cavity of each hood, indicate that replacement air does not exceed 10% of hood exhaust airflow rate		
			For kitchens with total hood exhaust exceeding 2,000 cfm, indicate that each hood is UL 710 rated and maximum exhaust airflow rate of each hood is per Table C403.7.7.1.2; or exception applied		

			For kitchens with total hood exhaust exceeding 2,000 cfm, indicate energy efficiency compliance method (demand ventilation, energy recovery, or transfer air that would otherwise be exhausted); or exception applied		
	C403.7.7.2	Laboratory exhaust systems energy recovery	For buildings with total lab exhaust > 5,000 cfm, indicate method of energy recovery used to pre-condition laboratory make-up air; energy recovery effectiveness (min 25°F increase in outside air temperature); or alternative method per exception (VAV exhaust, semi-conditioned makeup, or CERM calculation)		
NA	C403.7.7.3	Transfer air	For spaces where conditioned supply air is utilized as transfer air to balance mechanical exhaust, indicate basis of transfer airflow (supply required to meet loads, health/safety requirement, air that would normally be exhausted); or exception applied		
YES	C403.7.8.1 C403.7.8.3	Shutoff dampers for building isolation	Indicate locations of outdoor air intake, exhaust and relief outlet dampers on plans; indicate whether dampers are Class 1 motorized, or gravity and exception applied (include leakage rating, cfm/sf)	M002, M701	
NA			Indicate location of stairway and elevator hoistway shaft vent dampers on plans; verify dampers are Class 1 motorized; or exception applied		
NA	C403.7.8.2 C403.7.8.3	Shutoff dampers for return air	Indicate locations of return air dampers that are integral to airside economizer operation; verify dampers are motorized; indicate whether dampers are Class 1, or within packaged equipment eligible for leakage rating exception (include leakage rating, cfm/sf)		
YES	C403.7.8.4	Damper actuation	Indicate automatic controls configured to close outdoor air intake, exhaust and relief outlet dampers during unoccupied equipment operation; not including economizer cooling, night flush or IMC required outdoor air / exhaust	M002, M601, M701	
			Indicate method of activation of stairway and elevator hoistway shaft vent dampers (fire alarm or interruption of power)		
	C404.11.4	Exhaust system energy recovery for heated indoor pools and permanent spas	For buildings with pools or spas with water surface area > 200 sf, indicate exhaust air energy recovery method and use of waste heat (preheat ventilation air, pool water or service hot water); or exception applied		
			Indicate energy recovery system has the rated effectiveness and is configured to decrease the exhaust air temperature at design conditions by ≥ 36°F		

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HVAC CONTROLS					
YES	C403.4.1	Thermostatic controls (thermostats and humidistats)	Indicate locations of thermostatic and humidity control devices and the zones they serve on plans, including perimeter system zones	M101, M601	
NA			Where adjacent (neighboring) zones are controlled by separate thermostats (including perimeter systems used to offset heat gain or loss), and are connected by permanent openings > 10% of either zone sf area, indicate controls configured to prevent adjacent zones from operating in conflicting modes (one in heat, other in cool); applies to adjacent perimeter zones, adjacent nonperimeter zones, and adjacent perimeter and nonperimeter zones		
NA			If applying Exception 2 to nonperimeter zones adjacent to perimeter zones, indicate that setpoints and deadband settings in these zones are coordinated so cooling in a nonperimeter zone does not occur until the temperature in that zone is 5°F higher than the adjacent perimeter zone temperature in heating		
NA			If applying Exception 3 for DOAS, indicate supply air temperature heating setpoint is ≤ 65°F and cooling setpoint is ≥ 72°F, or method of supply air temperature reset		
NA	C403.4.1.1	Heat pump supplementary heat	Indicate staged heating operation with compression as the first stage of heating and supplemental heating controlled with outdoor lock-out temperature set to 40°F or less		
	C403.4.1.2	Deadband	Indicate zone thermostatic controls configured with 5°F minimum deadband for systems that control both heating and cooling		
	C403.4.1.3	Setpoint overlap restriction (thermostats)	If separate heating and cooling thermostatic control devices are used to serve a zone, indicate locations of both thermostatic control devices and the zone they serve on plans		
			Indicate a limit switch, mechanical stop or DDC control with programming to prevent simultaneous heating and cooling		
NA	C403.4.1.4	Heated or cooled vestibules	Indicate thermostatic controls within heating or cooled vestibules with a heating setpoint ≤ 60°F and cooling setpoint ≥ 85°F; indicate controls are configured to turn off heating when outdoor temperature is > 45°F; or note exception applied		
NA	C403.4.1.4	Heated air curtains	Indicate controls are configured to turn off air curtain heating when outdoor temperature is > 45°F		

NA	C403.4.1.6	Door switches for HVAC system thermostatic control	Where doors open to the outdoors from a conditioned space, indicate automatic controls configured to setback the HVAC system(s) when the door is open for > 5 minutes; indicate method of HVAC system setback control (turns off the HVAC system or resets the heating setpoint to 55°F and cooling setpoint to 85°F), or exception applied		
NA	C403.4.2 C403.4.2.1 C403.4.2.2	Automatic setback and shutdown	Indicate zone thermostatic controls configured with required automatic setback and manual override functions, setback temperatures, and control method (automatic time clock or 7 day programmable controls); note exceptions applied		
NA	C403.4.2.3	Automatic (optimum) start and stop	Indicate all HVAC systems are provided with automatic start and stop controls; indicate start controls are configured to adjust the equipment start time as required to bring each area served up to design temperature just prior to scheduled occupancy; indicate stop controls are configured to reduce heating setpoint and increase cooling setpoint by at least 2°F prior to scheduled unoccupied periods		
NA	C403.4.2.4	Exhaust system off-hour controls	For exhaust systems serving conditioned spaces in all occupancies other than Group R, indicate method of control and that controls are configured to turn exhaust systems on and off in concert with the ventilation air systems providing their make-up air, or exception applied		
NA	C403.4.2.5	Transfer and destratification fan system off-hour controls	For transfer fan or mixing fan systems serving conditioned spaces in all occupancies other than Group R, indicate method of control and that controls are configured to turn fans on and off in concert with the associated HVAC systems, or exception applied		
NA	C403.4.7	Combustion heating equipment	For combustion heating equipment other than boilers or radiant heaters with output capacity > 225,000 Btu/h, indicate modulating or staged combustion control		
NA	C403.4.7.1	Combustion decorative vented appliance, combustion fireplace and fire pit controls	Indicate controls that are configured to limit operation of combustion appliance, fireplace and fire pit to ≤ 1 hour without override, or that occupancy sensor controls are provided		

	C403.7.4.1	Temperature setpoint controls for Group R-1 guestrooms	For hotels / motels with over 50 guest rooms, indicate automatic controls for HVAC equipment serving guest rooms are configured to setback (heating) and set-up (cooling) temperature setpoint by at least 4°F when room is unoccupied, and adjust setpint to 60°F (heating) and 80°F (cooling) when room is unrented / vacated; indicate control method - activated by room entry, occupancy sensor or networked guestroom control system		
	C403.7.4.2	Ventilation controls for Group R-1 guestrooms	Refer to Requirements List section Ventilation, Exhaust & Energy Recovery		
	C403.4.9 C403.4.10	Thermostatic controls for Group R2 / R3 dwelling units and Group R2 sleeping units	For primary space conditioning systems, indicate 5-2 programmable thermostats capable of two setback periods per day; indicate each non-primary system is provided with at minimum an adjustable thermostat, or exception applied. For all thermostats indicate purpose (heating only, cooling only, or both) and required temperature range; indicate thermostats are configured for at minimum a 5°F deadband		
NA	C403.4.11.1 C403.4.11.2 C403.4.11.3	DDC system applications, controls and display	Provide central and zone level DDC controls as required based on system application, capacity or size thresholds and other qualification per Table C403.4.11.1		
NA			Identify all DDC system input / output control points in project documents		
NA			Indicate control capability includes monitoring zone and system level demand for fan pressure, pump pressure, heating and cooling; indicate capability to transfer demand information from zones to air / hydronic distribution system controllers, and to central plant systems and equipment controllers		
NA			Indicate system has the capability for trending and graphically displaying input / output points		
YES	C403.5.1	DX air handler variable cooling control(Located under Integrated Economizer Control)	For DX air handlers with cooling capacity ≥ 65,000 Btu/h, indicate number of cooling stages provided and method (multiple compressors and / or variable speed compressors); indicate minimum displacement (capacity reduction) as % of full load; indicate thermostats are configured with the same number of cooling stages and displacement	M601	
YES			Indicate control method (cooling capacity controlled in response to space temperature, space temperature controlled by modulating supply airflow, or both)	M601	
DUCTWORK, SHAFTS AND PLENUMS					

YES	C403.10.1.1 C403.10.2	Duct construction	Indicate on plans that all ductwork is constructed and sealed per IMC	M001, M002	
YES			For outdoor air ductwork, also indicate on plans that ductwork meets air leakage requirements per C402.5 and vapor retarder requirements per the IBC	M001, M002	
YES	C403.10.2.1 C403.10.2.2 C403.10.2.3	Duct pressure classifications	Identify location of low, medium and high pressure ductwork on plans	M001, M002	
NA	C403.10.2.3	High pressure duct leakage test	Indicate high pressure duct leakage testing requirements on plans; provide test results to jurisdiction when completed		
YES	C403.10.1.1 C403.10.1.2	Duct insulation	For outdoor air ductwork located within conditioned space (upstream or downstream of shutoff damper), identify climate zone and indicate ductwork insulation R-value per Table C403.10.1.1 on plans; or exception applied	M001, M002, M701	
YES			For supply and return air ductwork located within unconditioned space or outdoors, identify climate zone and indicate ductwork insulation R-value per Table C403.10.1.2 on plans; or exception applied	M001, M002, M701	
YES			For supply air ductwork located within conditioned space, identify on plans if design supply air temperature is < 55°F or > 105°F; indicate ductwork insulation R-value per Table C403.10.1.2 on plans; or exception applied	M001, M002, M701	
YES			For return and exhaust air ductwork located within conditioned space (upstream of the shutoff damper) and downstream of an energy recovery media, indicate ductwork insulation R-value per Table C403.10.1.2; or exception applied	M001, M002, M701	
YES			For exhaust and relief air ductwork located within conditioned space and downstream of the shutoff damper, indicate ductwork insulation R-value per Table C403.10.1.2; or exception applied	M001, M002, M701	
NA	C403.10.1.1 C402.1.3	Shaft and plenum insulation	For outdoor air shafts and plenums, indicate on plans that the R-value of insulation on these elements complies with Table C402.1.3 for steel-framed walls		
PIPING					
	C403.10.3	Piping insulation	Indicate design temperature range of fluid conveyed in piping and thickness of insulation (in inches) on hydronic piping plans; or exception applied		
	C403.10.3.1	Protection of piping insulation	Indicate method of protection of pipe insulation from damage / degredation on hydronic piping plans		

ECONOMIZERS					
NA	C403.5	Air economizer required	Identify all cooling systems requiring air economizer controls in equipment schedules on plans and in WSEC mechanical equipment compliance reports		
NA			Indicate all systems utilizing air economizer exceptions in WSEC mechanical equipment compliance report, including those with water-side economizer in lieu of air economizer; indicate on plans and in WSEC mechanical equipment compliance reports all eligible exception(s) taken and measures to comply with exception(s)		
NA	C403.4.1 C403.5.1	Integrated economizer operation - air and water	Indicate air and water-side economizers are configured for partial cooling operation even where additional mechanical cooling is required to meet the load		
NA			For DX air handlers with single or multiple stages of mechanical cooling; indicate controls are configured with air economizer as the first stage of cooling		
NA			Refer to Requirements List section HVAC Controls for additional requirements for DX air handlers		
NA	C403.5.2	Economizer heating system impact - air and water	Verify control method of HVAC systems with economizers does not increase building heating energy usage during normal operation		
NA	C403.5.3.1	Air economizer capacity	Indicate modulating outdoor air and return air dampers are configured to provide up to 100% outdoor air for cooling		
NA	C403.5.1 C403.5.3.2	Air economizer controls and integrated operation	Indicate that economizer controls are configured to provide partial economizer cooling when additional mechanical cooling is also required to meet the cooling load		
NA			Indicate that control of economizer dampers is not based only on mixed air temperature; or exception applied for systems with cooling capacity ≤ 65,000 Btu/h		
NA	C403.5.3.3	Air economizer high limit controls	Indicate high limit shut-off control method and required high limit per Table C403.5.3.3		
NA	C403.5.3.4	Relief of excess outdoor air	Refer to Requirements List section Ventilation, Exhaust & Energy Recovery		
NA			Indicate relief air outlets are sized and configured to relieve excess building air during air economizer operation to prevent building over-pressurization		
NA			Indicate relief air outlet are located to avoid recirculation into the building		

	C403.5.4.1	Water economizer capacity	For eligible systems where water-side economizer may be provided in lieu of air economizer, indicate system is capable of 100% design cooling capacity at 50°F db / 45°F wb outdoor air temperatures; indicate if threshold for 100% design cooling capacity via economizer must be lowered to 45°F db / 40°F wb due to dehumidification requirements		
	C403.5.4.2	Water economizer maximum pressure drop	Indicate that the pressure drop across precooling coils and heat exchangers in water economizer systems do not exceed 15 feet (4572 mm)		
NA	C403.5.5	DX equipment economizer fault detection and diagnostics	For DX air handlers with economizer and cooling capacity ≥ 54,000 Btu/h, provide a fault detection and diagnostics (FDD) system to monitor economizer system operation and report faults		
HYDRONIC SYSTEMS - EQUIPMENT SELECTION & PERFORMANCE					
	C403.3.2.1	Maximum air cooled chiller capacity	For chilled water plants and buildings with > 500 tons of cooling capacity, indicate air-cooled chiller capacity is ≤ 100 tons, or exception applied		
	C403.6.7	Large capacity cooling systems	For buildings ≥ 300 tons of cooling capacity, indicate method of multi-stage or variable capacity control (VSD, multiple staged compressors, or max capacity of any single unit		
	C403.3.2.2	Non-standard water-cooled centrifugal chillers	For water-cooled centrifugal chillers not designed for operation at standard conditions, provide calculations documenting maximum full load and part load rated equipment performance requirements		
	C403.3.3	Hot gas bypass limitation for chillers	For cooling equipment with hot gas bypass, provide either multiple step unloading or continuous capacity modulation; indicate bypass capacity per Table C403.3.3		
	C403.4.3 C403.3.4	Large capacity boiler systems	For hydronic systems with only a single boiler that has > 500,000 Btu/h input capacity, indicate multi-stage or modulating burner		
			For boiler system (single or mulltiple) with > 1,000,000 Btu/h input capacity, indicate turndown ratio per Table C403.3.4 and method (multiple single input boilers, modulating boilers, or combination)		
	C403.2.3	Variable flow capacity - pumps	For pump motors ≥ 7.5 hp, indicate method of variable flow control (VSD or equivalent method) in equipment schedule, or exception applied		
HYDRONIC SYSTEMS - CONTROLS					
	C403.4.3	Boiler sequencing	Indicate automatic controls that sequence operation of multiple boilers		

	C403.4.3.2	Two-pipe changeover systems	Indicate changeover deadband is ≥ 15°F outdoor air temperature; indicate controls are configured so that heating / cooling modes are active for at minimum 4 hours before changeover and that the delta between heating / cooling supply temperatures at changeover point is		
	C403.4.1.5	Heating water temperature setback	For boilers that provide building heating via one- or two-pipe systems, indicate controls that provide heating water temperature setback based on outdoor temperature		
	C403.4.4	Hydronic system part load controls and supply-water temperature reset	For heating and chilled water systems with ≥ 300,000 Btu/h output capacity, indicate system controls are configured to automatically reset supply water temperature based upon demand; or exception applied		
			Indicate automatic pump flow controls are configured to reduce system flow rate by ≥ 50%, or the maximum allowed by the equipment manufacturer, based upon the heating or cooling loads; or decribe why not required		
			For hydronic systems with output capacity ≥ 300,000 Btu/h that serve heating water systems, chilled water systems and water-cooled unitary air conditioners, indicate that pumps are provided with a variable speed drive if one of the following conditions apply: 1) System pump motor hp is ≥ 2 hp and pumps are designed to operate continuously or per time schedule; 2) System pump motor hp is ≥ 7.5 hp and pumps are controlled by automatic DDC configured to only operate pumps when there is a call for zone heating or cooling		
			Where variable speed drives are required, indicate system is configured so that pump motor power is ≤ 30% of design wattage at 50% of design flow rate; indicate pump flow is controlled to maintain one control valve nearly wide open, or to maintain a mimimum differential pressure; or exception applied		
	C403.4.6	Hydronic system variable pump flow control	For individual pumps required to have variable speed controls, indicate manner of pump speed control (differential pressure, static pressure setpoint, zone heating or cooling demand, or based on the relationship between variable speed controller fequency and power)		
	C403.4.5	Chiller / boiler plant pump isolation	Indicate controls are configured to automatically reduce overall plant flow and shut-off flow through individual chillers and boilers when not in use		

	C403.4.3.3.1	Water loop heat pump - temperature deadband	Indicate method of water loop temperture control (central plant equipment controls are configured to provide ≥ 20°F water supply temperature deadband between heat rejection and heat addition modes, or controls are configured for system loop temperature optimization		
	C403.4.3.3.2	Water loop heat pump - heat rejection equipment	Indicate type of cooling tower (open- or closed-circuit) in equipment schedule; indicate whether the cooling tower is used directly in the heat pump loop or in conjunction with a separate heat exchanger; indicate method used to limit system heat loss when heat rejection is not needed		
	C403.4.3.3.3	Water loop heat pump - isolation valves	For hydronic heat pump systems with total system power > 10 hp, indicate 2-way isolation valves on each heat pump and variable flow system control		
HEAT REJECTION SYSTEMS - EQUIPMENT SELECTION & PERFORMANCE					
	C403.9.1.3	Centrifugal fan open-circuit cooling towers	For open-circuit centrifugal fan cooling towers with ≥ 1,100 gpm capacity, indicate cooling towers comply with efficiency requirements for axial fan open circuit cooling towers		
HEAT REJECTION & RECOVERY - CONTROLS					
	C403.9.1.1C 403.9.1.2	Fan speed control	For each fan powered by an individual motor or array of motors, with total connected fan power ≥ 5 hp (including motor service factor), indicate method of automatic fan speed control (adjusted based on leaving fluid temperature or condenser temperature / pressure of heat rejection device); verify fan selection provides ≤ 30% design wattage at 50% design airflow		
			For multiple-cell heat rejection equipment with VSD, indicate controls are configured to ramp all fans in unison (not staged on / off operation)		
	C403.9.1.4	Cooling tower flow turndown	For open-circuit cooling towers configured with multiple- or variable-speed condenser water pumps, indicate system is designed so all cells can be run in parallel; indicate method of condenser pump turn down control		
	C403.9.2.1	Heat recovery for service water heating	For buildings with 24-hour operation and > 1,500,000 Btu/h of heat rejection capacity and design service hot water load > 250,000 Btu/h, indicate condenser heat recovery to pre-heat service water; or exception applied. Provide calculations showing the amount of recovered heat that is utilized (60% of peak heat rejection load or pre-heat service water to 85°F).		

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	C403.9.2.2	Steam condensate systems heat recovery	For buildings with on-site steam heating systems, indicate condensate water heat recovery and use of recovered heat		
			For buildings that use off-site generated steam where condensate is not returned to the source, indicate on-site condensate water heat recovery		
	C403.9.2.3	Refrigeration condenser heat recovery	For buildings with food service, meat or deli departments that have ≥ 500,000 Btu/h of remote refrigeration capacity for coolers / freezers, indicate condenser heat recovery and use of captured energy (service water heating, space heating, or dehumidification reheating)		
			For buildings with ≥ 40,000 sf conditioned floor area and ≥ 1,000,000 Btu/h of remote refrigeration capacity, indicate condenser heat recovery to pre-heat service water; indicate remaining recovered heat is applied to space heating or dehumidification reheating		
	C403.9.2.4	Heat recovery for space heating	For buildings that operate > 70 hour per week, that are not served by a DOAS with energy recovery, and have > 1,500,000 Btu/h of heat rejection capacity and ≥ 0.45 cfm per sf of design minimum supply airflow with reheat, indicate condenser heat recovery is provided for space heating that complies with Sections C403.9.2.4.1 or C403.9.2.4.2 or C403.9.2.4.4		
	C403.9.2.4.1 C403.9.2.4.4	Water to water heat recovery	Indicate that 90% or more of the total building space heating and ventilation air design loads are served by heat energy rejected from either a heat recovery chiller or the cooling loop of water to water heat pump equipment		
	C403.9.2.4.2	Exhaust heat recovery	Indicate that waste heat is recovered from least 90% of the total building exhaust airflow such that leaving exhaust air temperature while in heat recovery mode is 55 deg F dry bulb; note exhaust air systems eligible for exception to this requirement		
	C403.9.2.4.3	Process heat recovery	In spaces with 5 watts per sf year-round cooling loads from lights and equipment, indicate these spaces are served by water-cooled equipment configured for heat recovery		
			If these spaces are served by economizer (air or water), indicate automatic controls are configured to disable economizer operation while system is in heat recovery mode		

MULTIPLE ZONE AIR SYSTEMS

	C403.6.1	Air systems serving multiple zones	Identify supply air systems serving multiple zones and the zones they serve on plans; indicate whether system is VAV and method of primary air control; or provide supporting documentation for applied exception to VAV		
	C403.6.1	VAV air terminal primary supply airflow	Provide equipment schedules on plans that list all VAV air terminals and types (fan-powered series and parallel air terminals, single duct and dual duct air terminals, etc)		
			For each air terminal include: maximum primary supply airflow rates during zone peak heating and zone peak cooling; maximum terminal airflow during reheating, recooling or mixing; minimum ventilation airflow rate, and the basis for these values; if IMC or ASHRAE 62.1 multiple zone equation is the basis for minimum flow rates, provide this calculation on plans		
	C403.6.2	Single duct VAV terminal units	Indicate single duct terminal units are configured to reduce primary supply air before reheating or recooling		
	C403.6.3	Dual duct systems - terminal units	For systems with separate warm air and cool air ducts, indicate terminal units are configured to reduce the flow from one duct to minimum before mixing with air from the other duct		
	C403.6.8C403.6.9	VAV system static - pressure sensors and DDC set points	Indicate locations of duct static pressure sensors on plans; include at least one sensor per major duct branch; verify controller setpoint pressure at each sensor is ≤ 1.2 inch w.g.		
			For systems with zone level DDC, indicate controls are configured to monitor zone damper positions and reset static pressure setpoint based on the zone requiring most pressure; include control logic that automatically detects and generates an alarm if any zone excessively drives reset logic, and allows building operators to exclude zones from reset logic		
	C403.6.4	VAV system supply air reset	Indicate controls automatically reset supply air temperature in response to building loads or outdoor air temperature; or exception applied		
	C403.6.5	Multiple-zone VAV system ventilation optimization controls	For systems with zone level DDC controls, indicate controls are configured to automatically reduce outdoor airflow in response to changes in system ventilation efficiency; or exception applied		

	C403.6.6	Parallel fan powered VAV air terminals	Indicate controls automatically activate or shut off the air terminal fan based on call for heating and / or ventilation; indicate controls are configured to activate the terminal fan as the first stage of heating prior to activating the heating coil; indicate control method of primary air during warmup or temperature setback mode		
HIGH EFFICIENCY MULTIPLE-ZONE VAV SYSTEMS - EXCEPTION TO C403.3.5 DOAS, MUST COMPLY WITH ALL 15 PROVISIONS TO BE ELIGIBLE					
	C403.6.10,Item 1	Minimum area served and zoning	Indicate that each high efficiency multiple-zone VAV systems serves an area ≥ 3,000 sf and includes ≥ 5 zones		
	C403.6.10, Item 2	Air economizer	Indicate system is configured for 100% air economizer operation and complies with all related economizer requirements per C403.5 (without economizer exceptions)		
	C403.6.10, Item 3	Direct digital controls (DDC)	Provide DDC controls for all components of system per C403.4.11 (regardless of system size); identify all DDC system input / output control points; indicate capability for trending and graphical display		
	C403.6.10, Items 4 and 5	Supply and outdoor airflow measurement and control	For systems with minimum required outdoor air > 2,500 cfm, provide an airflow monitoring station that is configured to measure outdoor air intake under all load conditions; indicate control sequence that increases or reduces outdoor air cfm based on VAV terminal feedback of ventilation efficiency (per C403.6.5 without exceptions) or and DCV (per C403.7.1)		
			Provide a suppy airflow monitoring station that is configured to measure supply air delivered to VAV terminals under all load conditions		
	C403.6.10,Item 6	Zone isolation and maximum area served	Verify maximum area served by a single VAV system is ≤ 50,000 sf, or one entire floor, whichever is greater; in addition if a system serves > 25,000 sf, that includes areas that are expected to be occupied non-simultaneously, indicate zone isolation controls per C403.2.1		
	C403.6.10, Item 7	Interior / exterior zone design supply air temperature	Verify that VAV terminals serving interior cooling driven loads are sized per a design supply air temperature that is 5°F higher than VAV terminals serving exterior zones while in cooling mode		
	C403.6.10, Item 8	Maximum air terminal inlet velocity and fan power	Identify all air terminals with minimum primary airflow setpoints > 50% of maximum setpoint in mechanical equipment schedule for these air terminals indicate inlet velocity does not exceed 900 fpm		

	C403.6.10,Item 8	Maximum allowable system brake horsepower	For each multiple-zone VAV system, provide calculations that verify total fan system bhp is ≤ 90% of the total allowable fan system bhp per Option 2 equation in Table C403.8.1.1		
	C403.6.10,Item 9	Fan-powered terminal unit motor and control	Indicate all series and parallel fan-powered terminals have electronically commutated motors (ECM); indicate DDC control system is configured to vary air terminal fan speed as a function of the load; indicate fan speed during periods of low heating, low cooling, or ventilation-only mode is ≤ 66% of peak design air flow, or provide supporting documentation for applied exception		
	C403.6.10, Item 10	Application of single duct and fan-powered terminal units	Indicate VAV terminal types on plans; verify fan-powered terminal units only serve perimeter zones with envelope loads and interior zones with high occupant density and DCV per C403.7.1; verify all other zones are served by single duct terminal units		
	C403.6.10, Item 11	Fan-powered terminal unit primary air reset	Indicate DDC controls are configured to automatically reset the primary supply air cfm setpoint of all fan-powered terminal units to the minimum required to maintain ventilation during occupied heating or deadband mode, based upon the VAV air handling unit minimum ventilation air fraction		
	C403.6.10,Item 12	Controls for high occupant density spaces	For zones > 150 sf with high occupant density (≥ 25 people / 1000 sf), indicate zone is served by a dedicated terminal unit with DCV control that resets terminal unit ventilation setpoint based on measured CO2; also indicate occupancy sensor control that automatically reduces minimum ventilation to zero and sets back room heating and cooling setpoints by ≥ 5°F when space in unoccupied		
	C403.6.10, Item 13	Dedicated cooling systems serving data centers and server, electronic equipment and telecom spaces	For data centers and server, electronic equipment, telecom or similar spaces with design cooling loads > 5 W/sf, indicate spaces are served by dedicated cooling systems that are independent of the HPVAV systems serving the rest of building		
			Indicate dedicated cooling systems are configured for 100% air economizer operation and comply with all related economizer requirements per C403.5 (without economizer exceptions), or heat recovery per C403.5, Exception 9		
	C403.6.10, Item 14	Central plant efficiency	Indicate whether systems are served by a high efficiency heating water plant, or a high efficiency chilled water plant		

			If complying via high efficiency heating water plant: Indicate all VAV terminals have hydronic heating coils served by a heating water system with either gas-fired boiler(s) with thermal efficiency (Et) ≥ 92%, air-to-water heat pumps, or heat recovery chillers; indicate hydronic heating coils are sized per a maximum 120°F entering water temperature during peak demand		
			If complying via high efficiency chilled water plant: Indicate all VAV air handlers have cooling coils served by chillers with rated IPLV efficiency that exceeds WSEC listed IPLV by at least 25% per Table C403.3.2(7) (note water-cooled IPLV is max, all others are min); indicate smallest chiller or compressor in plant is ≤ 20% of the total plant capacity, or provide thermal storage sized for ≥ 20% of total plant capacity		
	C403.6.10, Item 15	Fault detection and diagnostics	Indicate DDC system includes automatic fault detection and diagnostics (FDD) configured to monitor operation and provide fault reporting of all required parameters for all VAV air handlers and VAV air terminal units in the HPVAV system		
HIGH EFFICIENCY SINGLE-ZONE VAV SYSTEMS - EXCEPTION TO C403.3.5 DOAS, MUST COMPLY WITH ALL 8 PROVISIONS TO BE ELIGIBLE					
	C403.12, Item 1	Air economizer	Indicate system is configured for 100% air economizer operation and complies with all related economizer requirements per C403.5 (without economizer exceptions)		
	C403.12, Item 2	Direct digital controls (DDC)	Provide DDC controls for all components of system per C403.4.11 (regardless of system size); identify all DDC system input / output control points; indicate capability for trending and graphical display		
	C403.12,Item 3	Outdoor airflow measurement and control	For systems with minimum required outdoor air ≥ 1,000 cfm, provide an airflow monitoring station that is configured to measure outdoor air intake under all load conditions; indicate controls that adjust outdoor air cfm via DCV per C403.7.1		
	C403.12,Item 4	Maximum allowable system brake horsepower	For each single-zone VAV system, provide calculations that verify total fan system bhp is ≤ 90% of the total allowable fan system bhp per Option 2 equation in Table C403.8.1.1		
	C403.12, Item 5	Supply airflow control	Provide controls that adjust supply airflow based on the heating and cooling loads; indicate control sequence that limits minimum fan speed to 30% of peak design airflow or required ventilation during unoccupied mode, whichever is less		

	C403.12,Item 6	Controls for high occupant density spaces	For zones > 150 sf with high occupant density (≥ 25 people / 1000 sf), indicate DCV control that resets ventilation setpoint based on measured CO2; also indicate occupancy sensor control that automatically reduces minimum ventilation to zero and sets back room heating and cooling setpoints by ≥ 5°F when space in unoccupied		
	C403.12, Item 7	High efficiency system option	Indicate which system performance option is applied - high efficiency DX cooling and heat pump or high efficiency gas heating; or heating coils served by a high efficiency heating water plant; or cooling coils served by high efficiency chilled water plant		
			If complying via high efficiency DX: Indicate full load and part load rated cooling efficiency exceeds WSEC listed efficiency by at least 15%; if heating is supplied by a gas-fired furnace, indicate thermal efficiency (Et) is ≥ 90%; if system is a heat pump, indicate heating efficiency (HSPF or COP) exceeds WSEC listed efficiency by at least 10%; control of cooling and heating coil output shall be configured with a minimum of 2-stages or modulating		
			If complying via high efficiency heating water plant: Indicate hydronic heating coils are served by a heating water system with either gas-fired boiler(s) with thermal efficiency (Et) ≥ 92%, air-to-water heat pumps, or heat recovery chillers; indicate hydronic heating coils are sized per a maximum 120°F entering water temperature during peak demand		
			If complying via high efficiency chilled water plant: Indicate cooling coils are served by chillers with rated IPLV efficiency that exceeds WSEC listed IPLV by at least 25% per Table C403.3.2(7) (note water-cooled IPLV is max, all others are min); indicate smallest chiller or compressor in plant is ≤ 20% of the total plant capacity, or provide thermal storage sized for ≥ 20% of total plant capacity		
	C403.12, Item 8	Fault detection and diagnostics	Indicate DDC system includes automatic fault detection and diagnostics (FDD) configured to monitor operation and provide fault reporting of all required parameters for all HPVAV single-zone air systems		
EXTERIOR HEATING SYSTEMS					
	C403.11.1	Heating outside a building	Indicate systems providing heating in non-enclosed outdoor occupied spaces are radiant systems		

			Indicate occupancy sensing or timer switch controls configured to automatically shut off heating system when area served is unoccupied		
	C403.11.2	Snow melt systems	Indicate automatic controls configured to shut off system when pavement temperature exceeds 50°F and no precipitation is falling, and when outdoor air temperature exceeds 40°F		
	C403.11.3	Freeze protection system controls	Indicate automatic controls to shut off system when outdoor temperature exceeds 40°F, or conditions protect fluid from freezing		
HVAC EQUIPMENT ENERGY USE METERING					
	C409.3.1	HVAC equipment energy use metering	For new buildings > 50,000 sf and building additions > 25,000 sf, verfiy energy use metering of all equipment used to provide space heating and cooling, dehumidification and ventilation will be provided per C409; indicate equipment eligible for exception		
DOCUMENTATION AND SYSTEM SPECIFIC REQUIREMENT TO SUPPORT COMMISSIONING (CX)					
	C408.1	Scope of mechanical systems commissioning	For buildings with ≥ 240,000 Btu/h total output cooling capacity or ≥ 300,000 Btu/h total output heating capacity, indicate that all mechanical systems regardless of individual capacity are required to be commissioned; or provide building heating / cooling capacity calculation demonstrating eligibilty for exception		
			Indicate that all systems, equipment and controls for which the WSEC requires control functions and / or configuration to perform specific functions are included in the Cx scope		
	C408.1.1 C408.1.4.1	Commissioning requirements in construction documents	Indicate in plans and specifications that Cx per C408 is required for all applicable mechanical systems		
			Include general summary that includes at minimum: narrative description of activites, responsibilities of the Cx team, schedule of activities including verification of project close out documentation per C103.6, and conflict of interest plan (if required)		
			Include in general summary that a Cx project report or Compliance Checklist (Figure C408.1.4.1) shall be completed by the Certified Cx Professional and provided to the owner prior to the final mechanical inspection.		

	C408.1.2.2	Functional performance testing criteria	Identify in plans and specifications the intended operation of all equipment and controls during all modes of operation, including interfacing between new and existing-to-remain systems		
	C408.2.2	Air system and hydronic system balancing	Indicate in plans that air and fluid flow rates shall be tested and balanced within the tolerances defined in the specifications; indicate systems shall be balanced in a manner to first minimize throttling losses, then adjusted to meet design flow conditions		
	C408.2.2.1	Air system balancing devices	Indicate devices that provide the capability to balance all supply air outlets, zone terminals and air handling equipment requiring system balancing		
	C408.2.2.2	Hydronic system balancing devices	Indicate devices that provide the capability to isolate, balance and measure flow across all hydronic equipment requiring system balancing including heating and cooling coils and pumps; or exception applied		
PROJECT CLOSE OUT DOCUMENTATION					
YES	C103.6	Documentation and project close out submittal requirements	Indicate in plans that project close out documentation and training of building operations personnel is required for all mechanical components, equipment and systems governed by this code; indicate close out documentation shall include: record documents, O&M manuals, applicable WSEC mechanical equipment compliance reports and calculations	M002	

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Capital Programs

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

ADDENDUM NO. 1

6/5/2023

PRE-BID WALK-THROUGH

Date/Time Held: June 1, 2023 **Location:** 1116 Grant Pl, Kennewick, WA 99336

Contractors in Attendance

Name:	Representing:	Email:
Shane Tucker	McKinstry	shanet@mckinstry.com
Reid Crago	JRT Mechanical	reidc@jrtmechanical.com
Jaime Torres	Bruce	jaimet@bruceinc.com
Chase Ratchford	Apollo	chase.ratchford@apollomech.com
Tyler Hawkins	Apollo	tyler.hawkins@apollomech.com
Scott Birdsell	Hermanson	mcappetto@hermanson.com
Brad Alleman	North Pointe	traci@northpointeelectrical.com

GENERAL INFORMATION

Item	Description
1	PRE-BID: Please see attached sign-in sheet
2	CLARIFICATION: Keynote 2 on sheet MD101 indicates to “PATCH WALL TO MATCH EXISTING”. Existing exterior louver to remain. Interior; remove equipment, cut duct flush to wall and install cap with 2” liner insulation. Paint cap to match wall.
3	CLARIFICATION: Existing split units in mechanical room are to remain.
4	

Special Notes

Remember to acknowledge this addendum on Page 2 of the “BID FORM”

END OF ADDENDUM NO. 1

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023
Subject:	Execution of Contract w/Banlin Construction, LLC for the Justice Center Interior Office Remodel Project
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing

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

By Resolution 2023-475 dated June 27, 2023, an award was made to Banlin Construction, LLC, Kennewick, Washington for the Justice Center Interior Office Remodel Project and as directed, staff has prepared a contract for Board approval.

Our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract and the contract in the amount of $1,865,128.00 plus WSST has been executed by Banlin Construction, LLC.

Fiscal Impact

Amount: $1,865,128.00 plus WSST

Fund: Capital Projects Fund

Recommendation

The Director of Operations & Capital Programs recommends that the Board authorize the Chairman to sign the Contract with Banlin Construction, LLC for the Justice Center Interior Office Remodel Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH BANLIN CONSTRUCTION, LLC FOR THE JUSTICE CENTER INTERIOR OFFICE REMODEL PROJECT

WHEREAS, by Resolution 2023-475 dated June 27, 2023, an award was made to Banlin Construction, LLC, Kennewick, Washington for the Justice Center Interior Office Remodel Project and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of $1,865,128.00 plus WSST has been executed by Banlin Construction, LLC; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded June 27, 2023 to Banlin Construction, LLC, in the amount of $1,865,128.00 plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED, that the Director of Operations & Capital Programs is hereby authorized to proceed with the Justice Center Interior Office Remodel Project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the project shall begin on the date of the Notice to Proceed and be completed in its entirety within two hundred ten (210) calendar days as described in the contract documents.

Dated this 18th day of July, 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
c: Auditor

DocuSign Envelope ID: 5B15F310-D04B-4D23-A0F9-C11B034CAD67

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the Eighteeth day of July in the year Two Thousand Twenty-Three.
(In words, indicate day, month and year.)

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

Benton County
7122 W Okanogan Pl.
Kennewick, WA 99336
509-736-2704

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

Banlin Construction, LLC
320 W Columbia Drive
Kennewick, WA 99336
509-586-2000

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

Justice Center Interior Remodel Project
7122 W Okanogan Pl. Bldg. A
Kennewick, WA 99336

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

CJKT Architects, PLLC
128 Vista Way
Kennewick, WA 99336
509-783-5444

The Owner and Contractor agree as follows.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, if any, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall ~~be:~~
~~*(Check one of the following boxes.)*~~

~~[ ] The date of this Agreement.~~

~~[ ] A date set forth in a notice to proceed issued by the Owner.~~be upon issuance of the Notice to proceed by the Owner.:

~~[ ] Established as follows:~~
~~*(Insert a date or a means to determine the date of commencement of the Work.)*~~
(Check one of the following boxes.)

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[X] Not later than Two Hundred and Ten (210) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Sixty-Five Thousand One Hundred Twenty-Eight Dollars and Zero Cents ($ 1,865,128.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages shall be assessed on Contractor at the rate of $500 per consecutive calendar day beyond date of Substantial Completion; **and** $500 per consecutive calendar day beyond the date of Final Completion.

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 ~~The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:~~

Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the __ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the __ day of the __ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than __ (__) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)~~Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 ~~Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications.~~ Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5 ~~Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6 ~~In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

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.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of ~~retainage, if any, shall be as follows:~~
~~(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)~~retainage shall not be permitted without prior written approval from the Owner.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

Retainage will only be released in accordance with RCW 60.28 on completion of the work and once all required forms and reports have been filed with the Owner, Architect, Department of Labor and Industries, Department of Revenue and the Employment Securities Department.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1 % per month per RCW 39.76.011

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction unless arbitration pursuant to Section 15.4 of AIA Document A201-2017 is elected by the Owner.

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

No termination fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Robert Blain
7122 W Okanogan Pl
Kennewick, WA 99336
509-736-2704
Robert.Blain@co.benton.wa.us

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jasen Banta
320 W Columbia Drive
Kennewick, WA 99336
509-586-2000
Jasen@banlinconstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

The parties shall endeavor to establish necessary protocols governing transmission of Instruments of Service or any other information or documentation in digital form.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

~~**.4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

.4 Drawings

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

As Listed in the Index on Sheet of G-001 of Drawings bearing the general title: Benton County Justice Center Interior Remodel Project" dated April 18, 2023

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~~.5 Drawings~~**.5** Specifications

~~Number~~	~~Title~~	~~Date~~

~~.6 Specifications~~As Listed in the Index of the Specifications bearing the general title: Benton County Justice Center Interior Remodel Project," dated April 18, 2023

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

~~.7~~ **.6** Addenda, if any:

~~Number~~	~~Date~~	~~Pages~~

As Listed in the Index of Addenda #1 bearing the general title: Addendum No. 1," dated June 7, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

~~.8~~ **.7** Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	**Date**	**Pages**

[ ] Supplementary and other Conditions of the Contract:

Document	**Title**	**Date**	**Pages**

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

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DocuSigned by:
Jasen Banta
99E09917B0574AC...

OWNER *(Signature)*

Will McKay; Chairman
(Printed name and title)

CONTRACTOR *(Signature)*

Jasen Banta, Owner
(Printed name and title)

Approved as to Form:

DocuSigned by:
Leelinn Holt
D9A9308B67BB475...

Deputy Prosecuting Attorney

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Melissa McCoy, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:35:54 ET on 06/21/2023 under Order No. 2114445852 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Justice Center Interior Remodel Project
7122 W Okanogan Pl. Bldg. A
Kennewick, WA 99336

THE OWNER:
(Name, legal status and address)

Benton County
7122 W Okanogan Pl.
Kennewick, WA 99336
509-736-2704

THE ARCHITECT:
(Name, legal status and address)

CJKT Architects. PLLC
128 Vista Way
Kennewick, WA 99336
509-783-5444

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor ~~(hereinafter the Agreement)~~ (AIA Document A101-2017 as modified therein) and consist of the Agreement, Conditions of the Contract (General, ~~Supplementary~~ Supplementary, if any, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the ~~Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~Agreement otherwise, the Contract documents do include bidding requirements (Advertisements or Invitation to Bid, Instruction to Bidders, Supplementary Instructions to Bidders, sample forms, the Contractors bid and portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.4. 1 The entire project shall be considered as one "portion" unless separate areas or phases are designated for separate completion times or separate areas of completion and occupancy. This definition is for use in determining release of retainage.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.1.2 In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priorities:

1. Modifications, with those of later date having precedence over those of earlier date.
2. The Agreement (AIA Document A101 – 2017 as modified by the parties).
3. Addenda, with those of later date having precedence over those of earlier date.
4. General Conditions of the Contract for Construction (AIA Document A201 – 2017 as modified herein by the parties).
5. Division 1 of the specifications.
6. Drawings and Divisions 2 through 28 of the specifications.
7. Other documents specifically enumerated ion the agreement as part of the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The "Section Includes" listing at the beginning of the specification section presents a brief indication of the principal Work included in that section, but does not limit Work to a specific subject.

§ 1.2.5 Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Architect for determination.

§ 1.2.6 In the specifications, some words and phrases have been intentionally omitted, where the specifications are supplemented with notes and drawings providing such information by reference.

§ 1.2.7 Where the Contract Documents require approval, direction, selection, or other similar actions, and/or where items are to be submitted, reported, or otherwise directed, unless otherwise specified, it shall be presumed that such action be made by and/or such submissions be made to the Architect. Words like "install", "provide", "furnish", and "supply", shall be construed to include complete furnishings and installing or construction. Words like "shown", "noted", and "scheduled" are used to assist the reader in locating particular items, instructions, directions, and requirements, the meanings therein are adopted by reference, and shall be considered to be followed by the phrase "unless otherwise specified or indicated".

§ 1.2.8 A colon (:) following a material or item shall be used in place of the words, "shall be".

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

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§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise required by law or provided in Section 1.6.2, where the Contract Documents require one party to ~~notify or~~ give notice to the other party, such notice shall be provided in writing to the designated representative of the ~~party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~receiving party. Each party is responsible for informing the other party of the name and contact information of their designated representative at or shortly after the kick-off meeting. Notices served in accordance with this Section 1.6 to the last known business, electronic, or facsimile address provided by the receiving party shall be sufficient for service. Each party shall be responsible for informing the other party of any changes to the designation of their representative and/or contact information for the same.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.6.3 All other written notice shall be deemed to have been duly served if given via: (1) personal delivery, (2) an overnight delivery service of recognized standing, (3) certified or registered mail, return receipt requested; properly addressed, with postage or service charges, if any, prepaid, or (4) by electronic or facsimile transmission, with the original notice to immediately follow by regular mail, if a method for electronic or facsimile transmission is designated by the receiving party. Notice personally delivered shall be deemed served at the time of delivery. Notice via overnight delivery service shall be deemed served one (1) business day after deposit thereof with said delivery service. Notice given by certified or registered mail shall be served given three (3) days after the deposit thereof with the United States Postal Service. Notice by electronic or facsimile transmission shall be deemed served effective the beginning of the next working day.

§ 1.7 Digital Data Use and Transmission

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~~ Unless otherwise agreed, the parties are encouraged to use the standard form 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.

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~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~~

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~~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.~~

§ 1.7.1 Contractor acknowledges that Instruments of Service or any other information or documentation Contractor receives in digital form may contain transmission or translation errors and are issued for convenience only. If Contractor knows of, should know of, or suspects such transmission or translation error has occurred, the Contractor shall inform the sending party immediately to resolve any discrepancy or shall rely only on hard-copy Instruments of Service.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in ~~writing~~ the Agreement a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized ~~representative.~~representative assigned to the Project.

§ 2.1.2 The ~~Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~Owners Representative as designated in the Agreement shall be the Owners principal contact with the Contractor, and all communications from the Contractor to the Owner shall be made to the Owners representative and to the Architect. The Owner shall promptly notify the Contractor in writing of any replacement of the Owner's Representative.

§ 2.1.3 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce claims pursuant to bonds.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, ~~delay~~ delay, and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,

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sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal ~~limitations~~ limitations, and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor will be furnished, free of charge, one set of Drawings and Project Manual for use in construction of this Project. Additional sets may be purchased at the cost of reproductions, postage and handling by the Contractor.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The contractor shall not base any claim for additional time or money on any stop-work order issued under the provisions of this Section.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor is an independent contractor and shall not for any purpose relating to or arising out of this Contract be an agent or employee of Owner.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the project site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, ~~inconsistencies~~ inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, ~~sequences~~ sequences, or procedures may not be safe, the Contractor shall ~~give timely notice~~ provide timely notice, in writing, to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or ~~procedures.~~ procedures in writing. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. If the Contractor is instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by the Contractor in writing, the Contractor shall be fully and solely responsible for performing, and shall proceed to perform, the Work as safely as possible, but the Contractor shall not be liable for any

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loss or damage directly resulting from the Owner's refusal to accept the particular changes proposed by the Contractor, as opposed to loss or damage resulting from unsafe performance by the Contractor or other causes.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor has the responsibility to ensure all of its employees, Subcontractors, suppliers, and their agents, employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors adhere to the Contract documents, that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials in sufficient time to comply with the Project Schedule. The Contractor shall be coordinate its work with that of all others in the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with the Architect and all others involved, before installation, to plan the most effective and efficient method of overall installation.

§ 3.3.5 Without the prior written consent of Owner, Contractor shall not (i) employ any person to perform work hereunder who is a Close Family Member: or (ii) subcontract Work to be performed hereunder to a Close Family Member or to any entity which is controlled by a Close Family Member. For the purposes of this Section, a Close Family Member means any of the following biological, step, half, foster, or by marriage person; parents, grandparents, children, grandchildren, spouses, brothers, sisters, or in-laws of any employee of Owner who is directly or indirectly involved with the administration, supervision, or implementation of this Agreement or the Work to be performed hereunder.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 The owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for making agreed upon changes in the Drawings and Specifications and for re-submittals and re-approval by authorities.

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

§ 3.4.3.1 Contractor shall use adequate numbers of skilled workmen, thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the Work. Owner has the right to require Contractor to remove from its work force assigned to the Work any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the Project. Contractor shall promptly furnish qualifications for any employees that in the opinion of Owner are unsatisfactory.

§ 3.4.4 After the Contract has been executed, the owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions:

1. Required product cannot be supplied in time for compliance with Contract requirements.

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2. Required product is not acceptable to Owner, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized liability as certified by Contractor.
3. Substantial advantage is offered to owner after deducting off-setting disadvantages including delays, additional compensation, to Architect for redesign, investigation, evaluation, other necessary services, and/or similar considerations.

§ 3.4.5 By making requests for substitutions based on Section 3.4.4 above the Contractor:

1. represents that he has personally investigated the proposed substitute product and determined that it is equivalent or superior in al respects to that specified.
2. represents that he has submitted the proposed substitution to owner and has received approval for said substitution.
3. represents he will provide the same warranty for the substitution that he would for that specified.
4. certifies that the cost of data presented is complete and includes all related costs under separate contracts, but excludes the Architects redesign costs, and waives all claims for additional costs related to the substitution which became apparent; and
5. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ~~All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.~~The warranty shall continue for a period of 1 year from the date of Substantial Completion of the work unless otherwise specified, or as provided in 3.5.11.

§ 3.5.3 The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect with the Work set forth in the Contract Documents. In addition, the Contractor shall remedy, at the Contractor's expense, damage to real or personal property when that damage is the result of:

1. The Contractors failure to conform to Contract requirements; or
2. Any defect of equipment, material, or workmanship.

§ 3.5.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this section. The Contractors warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

§ 3.5.5 The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

§ 3.5.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

§ 3.5.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

1. Obtain warranties that would be given in normal commercial practice.
2. Require all warranties to be executed in writing, for the benefit of the Owner, if directed by the Owner, and
3. Enforce all warranties for the benefit of the Owner, if Directed by the Owner.

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§ 3.5.8 The Contractor is responsible to enforce any subcontractor's, manufacture's, or supplier's warranty should they extend beyond the period specified.

§ 3.5.9 Unless a defect is caused by the negligence of the Contractor, the Contractor shall not be liable for the repair of any defects of material furnished by the Owner nor for the repair of any damage that results from any defect in Owner-furnished material.

§ 3.5.10 The owner's rights with respect to latent defects, gross mistakes, or fraud shall not be limited by the warranty provisions of these Contract Documents.

§ 3.5.11 In the event that the Contractor is required to make repairs during the warranty period, the provisions of Article II, Insurance and Bonds, shall remain in effect at no additional cost to the Owner.

§ 3.5.12 Contractor hereby assigns to the Owner, effective upon Substantial Completion, all express and implied warranties made or assigned at any time to the Contractor by any Subcontractor, Sub-subcontractor or material supplier relating to any part of the Work or any product incorporated into the Work. Such warranties shall be in addition to and shall not diminish the warranties of the Contractor under Subparagraph 3.5.2 or other provisions of the Contract Documents.

§ 3.5.13 Contractor represents and warrants to owner that neither Contractor nor any individual entity. Or organization holding any ownership interest or controlling interest in Contractor, including any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits U.S. companies and individuals from dealing, including without limitation, names appearing on the SDN List. Contractor covenants to Owner that it will not cause Owner to be in violation of any regulation administered by the Office of Foreign Assets Control.

§ 3.5.14 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 ~~Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.~~The Owner shall obtain and pay for plan check(s) as required by the State of Washington and City of Kennewick and required building permit fees. The Contractor shall pay for mechanical and electrical permits required by the State of Washington or local Authority. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc. off the property of the owner arising from the construction and completion of the work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to ~~correction.~~correction or related thereto (including fines and penalties), which costs shall not be considered consequential damages waived by operation of Section 15.1.6 hereof.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in

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construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

~~.1~~ **1.** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

~~.2~~ **2.** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

~~.3~~ **3.** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The superintendent shall not be changed except with prior approval of the Architect, unless the superintendent ceases to be in the Contractor's employ. The replacement superintendent shall be subject to the conditions set forth in this Section 3.9.

§ 3.9.5 The superintendent's normal and customary duties may include labor related activities associated with installing components of the building.

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§ 3.9.6 The superintendent's normal and customary duties shall encompass full-time QUALITY CONTROL, including but not limited to:

1. Proper coordination and sequencing of the various trades, materials, personnel, testing and data during all phases of the project;
2. Process schedule management including critical path analysis.
3. Written confirmation of all important communications shall be kept in the daily construction log.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.

§ 3.10.1.1 Contractor shall promptly notify the Owner and the Architect in writing of any proposed changes in the Project Schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Project Schedule and the action being taken to correct the delay. Notification of potential delay does NOT constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time.

§ 3.10.1.2 If any Project Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Work Authorization (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review and approval a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and Work as a whole. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the Project Schedule.

§ 3.10.1.3 To the extent that the Contractor or any Subcontractor, Sub-subcontractor or material supplier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the Project Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts, and in that event, the Contractor shall not be entitled to an adjustment in the Contract Sum, Contract Time or the Project Schedule.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall comply with cleaning instructions contained in the specifications. In absence of specific cleaning instructions, follow accepted cleaning practices or the recommendation of the manufacturer of the material to be cleaned.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~Owner and Architect.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall engage a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.2.1 The Owner is entitled to receive reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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.

§ 4.2.7 The Architect ~~will~~ 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor. The term "Subcontractor" or "Sub-subcontractor" includes every person or entity who has a contract to perform a portion of the Work at the site, of every tier regardless of how remote.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.2.1 The term "supplier" includes every supplier of materials or equipment used in the Work, of every tier regardless of how remote.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the

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proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 The Contractor shall first pay out payments received under this Agreement to (and secure the discharge of any liens asserted by) all persons furnishing labor, equipment, materials, or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors, Sub-subcontractors, and suppliers). The Contractor agrees that, provided the Owner has paid the Contractor in accordance with this Agreement, the Owner has the right to a lien-free Project. The Owner may, at its discretion, make joint payments to the Contractor and its creditors. The Owner reserves the right, in the event any claim is made against the Owner arising out of any obligation incurred by the Contractor under this Agreement or in connection with performance of Work, to withhold payments due or to become due, to the Contractor, in such amounts as are necessary to cover the claim(s) and any costs or expenses arising in connection with the legal settlement thereof. The Contractor further agrees that if any lien or claim is filed or made against the Project site, the Project, or the Owner, as a result of the Contractor's failure to meet its obligations, the Owner upon fourteen (14) days prior written notice shall have the right to settle said lien or claim directly and deduct the cost of the settlement from payments due the Contractor (and, if the amount still due the Contractor is insufficient to cover such costs, to recover the shortfall from the Contractor directly), provided that the Contractor within such fourteen (14) day period has not settled such lien or claim or provided a bond against such lien or claim in a manner satisfactory to the Owner.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed ~~activities~~ activities, or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the ~~Work~~ Work, or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change ~~Directive~~ Directive, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the

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work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. Such agreement shall not affect settlement of issues related to the Work itself. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in Application for Payment as if such work were originally part of the Project and Contract Documents.

§ 7.2.3 The allowances outlined in 7.3.11 shall also apply to Change Orders.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect in writing within forty-eight hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 In Subparagraph 7.3.4, the allowance for the combined overhead, insurance, bonds, coordination, supervision, and profit included in the total cost to the owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4
6. Overhead shall be considered to include hand tools, field office cost's other than included in subparagraph 7.4.7.5, home office costs, and all other costs not specifically listed in paragraph 7.3.4.
7. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, equipment and subcontracts. Labor, materials and equipment shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $1,000.00 be approved without such itemization.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The time stated for final completion shall include final cleanup of the premises and completion of all documentation required by the Contract Documents.

§ 8.1.1.1 The Contractor shall substantially complete the work as defined by paragraph 9.8.1, no later than **210 days** from the issuance of the Notice to Proceed.

§ 8.1.2 The date of commencement of the Work is the date established in the ~~Agreement.~~Notice to Proceed.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.4.1 When computing any period of time, the day of the event from which the period of time begins to run shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day which is not a weekend or holiday. When the period of time allowed is less than seven days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 It is the Contractor's option to complete the project earlier than the date specified in the Contract Documents, thus any claim based on delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or the neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) ~~by~~ changes ordered in the Work; (3) ~~by~~ labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) ~~by~~ delay authorized by the Owner pending mediation and binding dispute resolution; or (5) ~~by~~ other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of Owner, its Architect, its agents or employees or any other Contractor, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for

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Payment. The schedule of values shall include a separate and distinct line item for "Project Closeout "activities in the amount of 0.5% of the contract value or $10,000 whichever is greater. This project closeout amount is different than project retainage, and shall cover expenses related to final corrections, cleaning, submittal of closeout documentation, and related work/value. Prepare and submit Schedule of Values under the provisions of Section 01 29 00 - Contract Considerations.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the ~~Architect, but not yet~~ Architect and included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The form of application for payment shall be AIA Form G702 - Application and Certificate for Payment, supported by AIA Form G703 - Application and Certification for Payment Continuation Sheet. Submit one original and 2 copies.

§ 9.3.1.4 The Contractor shall not withhold from a subcontractor or supplier more than the percentage of retainage held from processed payment certificates for their portion of the work.

§ 9.3.1.5 Until conditions set forth in Paragraph 9.10 are met, the Owner shall pay ninety-five (95) percent of the amount due the Contractor on account of progress payments.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Offsite storage will not be approved at locations more than 10 miles from the project site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, ~~materials~~ materials, or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract ~~Documents,~~ Documents and shall so notify the Architect.

§ 9.6.1.1 Progress Payments shall fall due on or about the 25th of each month (30 days after receipt of the application for Payment by the Architect.)

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the

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Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, ~~9.6.3~~ 9.6.3, and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, ~~damage~~ damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall,

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before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the contract sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims. The amount of retainage held for incomplete work and unsettled claims shall be double the value of the items remaining to facilitate completion of work and settlement of claims.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Architect, provided that the conditions of paragraph 9.10.2 are fully satisfied.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,

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(4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11.1 Liquidated Damages: The owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed:

§ 9.11.2 The work of this Contract shall be commenced on a date to be specified in the Notice to Proceed and shall be completed within the time limits stipulated in the Contract Documents. The Contractor shall reimburse the Owner for any loss suffered through failure to meet the schedule.

§ 9.11.3 If an extension of Contract time is granted to the Contractor by Change Order, the Contractor shall indemnify and hold harmless the Owner and Architect from any loss to any other Contractor or Subcontractor caused by such extension of time. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

§ 9.11.4 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act; and where under the Contract a time extension is allowed pursuant to Paragraph 8.3, Delays and Extensions of Time, the new time limit fixed by such extension shall be of the essence of this Contract.

§ 9.11.5 Notwithstanding Section 8.1.1.1 above, when the Contract work is substantially complete, the Architect will notify the Contractor in writing of a substantial completion date. If the Work is not substantially complete by the date established in the Contract Documents, the Contractor shall pay the dollar amount, as defined in the provisions of Paragraph 9.11.1, as liquidated damages for each and every calendar day that the Contractor is in default until the Work is substantially complete. Said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficult of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount shall be deducted from the Contract amount and not paid by the Owner.

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§ 9.11.6 For overruns in contract time occurring after substantial completion, damages shall be assessed on the basis of direct architectural, administrative, and related costs assignable to the project until the date of actual completion of all the contract work. The Owner may offset these costs against any payment due the Contractor. The Contractor shall complete the remaining work as promptly as possible. Upon request by the Architect, the Contractor shall furnish a written schedule for completing the Contract.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits and as follows:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars ($2,000,000) each occurrence, two million dollars ($2,000,000) general aggregate, and two million dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 9.15.

Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars ($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

§ 11.1.2.3 The owner, owner's employees, architect, and their consultants shall be named as an Additional Insured on the insurance required in 11.1.2.1.2 and 11.1.2.2 above, with a 30 days' notice to cancel any coverage, and the insurance shall contain the severability of interest clause as follows: "The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability'."

§ 11.1.2.4 All coverage shall be placed with an insurance company duly admitted in the State of Washington and shall be reasonable acceptable to Owner.

§ 11.1.2.5 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. For insurance written on a Commercial General Liability policy form, an ACORD form 25S will be acceptable. All insurance Certificates of Liability Insurance must name Owner's Project Number, Project Title and Project Address.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.1.4 ~~Notice of Cancellation or Expiration of Contractor's Required Insurance.~~ ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~Insurance During Warranty Period - In the event the Contractor is required to make corrections on the premises in accordance with the warranty provisions of this Contract, the above insurance requirements shall remain applicable at no additional cost to the Owner.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the work caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors,

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subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish Owner with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Owner, in an amount equal to 100% of the Contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bond shall include maintenance provisions covering workmanship and materials for a period of one year or for longer periods where so specified, from and after the Date of Substantial Completion. The Contractor shall include the cost of the Bond as part of the Contract Price.

§ 11.4.4 The Contractor shall promptly furnish additional security required to protect the Owner and persons supplying labor or materials under this Contract if:

.1 Any surety upon any bond furnished with this Contract becomes unacceptable to the Owner;

.2 Any surety fails to furnish reports on its financial condition if requested by the Owner.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract 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 15.4.

§ 13.1.1 Contractor shall comply with applicable provisions of Revised Codes of Washington (RCW) and the Washington Administrative Code (WAC), including but not limited to the following (this listing is not intended to limit applicable RCWs and WACs but to emphasize the following):

.1 Prevailing Wage Rates, RCW 39.12 and Certified Payroll Records WAC 296-127-320
.2 Nondiscrimination, RCW 49.60
.3 Hours of Labor, RCW 49.28
.4 Contractor's Bond, RCW 39.08
.5 Contractor's Regulations, RCW 18.27
.6 Handicapped Provisions, RCW 70.92

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when

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and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents ~~shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~(30 days from date received by the Architect) shall bear no interest until 30 days past due, thereafter they shall bear interest at the rate of 8% per annum calculated from 30 days past due (60 days from date received by the Architect) until the date of the check as posted by the Owner.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the ~~Contract~~ Contract, in whole or in part, if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 fails to cure a violation of, or repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~

.4 otherwise is guilty of substantial breach of a provision of the Contract ~~Documents.~~Documents;or

.5 becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency or makes an assignment for the benefit of creditors without the previous written consent of the Owner, except to a financial institutional authorized to do business in the State of Washington; then, the Owner may, after serving seven days notice to the Contractor and surety, either:

.1 Transfer the performance of work from the Contractor to the surety or;

.2 Terminate the Contract and, at the Owner's option, provide such labor or materials as required to complete the work or delete the remaining work. Any extra costs or damages to the owner shall be deducted from any money due or coming due to the Contractor under the Contract.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 ~~If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs~~ The Contractor and the surety shall bear any extra expenses incurred by the Owner in completing the work, including all increased costs for completing the work, and all damages sustained, or which may be sustained, by the Owner by reason of such refusal, neglect, failure, or discontinuance of work by the contractor. After all the Work contemplated under the Contract has been completed, the Owner will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance to the Contractor, the excess will be paid by the Owner to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor ~~shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~and the surety shall be jointly and severally liable to the Owner and pay the difference to the Owner on demand.

§ 14.2.5 Upon receipt of a notice that the work is being transferred to the surety, the surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work included under the Contract and employ by Contract or otherwise any person or persons satisfactory to the Owner to finish the work and provide the materials without termination of the Contract. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the surety or its agents without any right of the Contractor to make any claim.

§ 14.2.6 The Contractor and its surety shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in the work.

§ 14.2.7 If the termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been pursuant to Sections 14.3, Suspension by the Owner for Convenience and 14.4 Termination by the Owner for Convenience.

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§ 14.2.8 The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

If the Contractor asserts there is cause for a claim, the Contractor shall:

1. Immediately give a signed written notice of claim to the Architect and the Owner before doing the Work;
2. Supplement the written claim notice within 7-calendar days with a written statement and supporting documents providing the following:
   a. The date and nature of the claim;
   b. A full discussion of the circumstances which caused the claim, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the claim;
   c. The estimated dollar cost, if any, of the Work related to the claim and a detailed breakdown showing how that estimate was determined; and

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d. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and

e. If the claim is continuing, the information required above shall be supplemented upon request by the Architect until the claim is resolved.

Once such Claim is identified, the claimant shall cooperate with the Architect and the other party against whom the Claim is made in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The claim resolution procedure defined in Section 15.2 shall be followed upon receipt of Contractor's claim.

Throughout any Work related to a claim, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Architect and Owner access to these and any other records related to the Work as determined by the Architect and Owner. The records for disputed work shall be in accordance with section 7.3.7.

By failing to follow the procedures of this Section, the Contractor completely waives any right for compensation or extended duration claims for protested Work. An additional Claim made after the initial Claim has been implemented by Change Order will not be allowed.

~~**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~

~~**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 No adjustment in the Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 15.1.5.2 The parties agree that an integral part of this Contract is the ability to resolve claims and disputes in a timely manner. To achieve this timely resolution, the parties agree to establish a set cost allowance for delays and time extensions. There will be no additional allowance for equitable adjustment for any general conditions, costs or mobilization, demobilization, layout, temporary facilities, equipment, home office, or field overhead costs (extended overhead) or other costs of supervision herein relating to change orders, time extensions, or delays, other than as set forth in this paragraph. The Owner will pay only for the following verifiable costs associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project

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Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility including telephone line, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make ~~a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim~~ claim for an increase in the Contract time, as stated in the Contract Documents, written notice, as provided herein, shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the ~~Work. In the~~ Work based on contract time as stated in the Contract Documents. In case of a continuing delay, only one ~~Claim is necessary.~~claim is necessary. All claims for costs related to claims for additional time shall be pursuant to Section 4.3.5. No adjustment in the Contract Time shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver ~~includes~~includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

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§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

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Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 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 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.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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I, Melissa McCoy, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:37:05 ET on 06/21/2023 under Order No. 2114445849 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	7/18/2023
Subject:	Contract with Chad Peterschick Law Enforcement Perspectives
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Jeffrey Aultman, DPA

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

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

Summary / Background Information

Per Resolution 2021-233, Section 5.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost".

The Benton County Sheriff's Office has determined a need to consult with an outside investigator and trained law enforcement professional to assist with new hire backgrounds and consultations for the various software implementations occurring within the department.

Chad Peterschick Law Enforcement Perspectives is a privately owned company with its main Investigator being a retired Yakima County Administrative Lieutenant that specializes in consulting, internal affairs, background investigations and software training.

The Sheriff's Office recommends entering into a Professional Services Contract with Chad Peterschick Law Enforcement Perspectives for calendar years 2023-2024 for said services, with a contract amount not to exceed $40,000 including W.S.S.T.

Fiscal Impact

A total contract amount not to exceed $40,000 including W.S.S.T. Said expenditures are included in the 2023/2024 Sheriff's Office budgets.

Recommendation

Approve the attached Resolution and Service Contract between Benton County and Chad Peterschick Law Enforcement Perspectives for "as needed" investigative and consulting services for 2023 and 2024.

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND CHAD PETERSCHICK LAW ENFORCEMENT PERSPECTIVES, FOR "AS NEEDED" INVESTIGATIVE AND CONSULTING SERVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2021-233, Section 5.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Benton County Sheriff's Office has determined a need to consult with an outside investigator and trained law enforcement professional to assist with new hire backgrounds and consultations for the various software implementations occurring within the department; and

WHEREAS, Chad Peterschick Law Enforcement Perspectives is a privately owned company with its main Investigator being a retired Yakima County Administrative Lieutenant that specializes in consulting, internal affairs, background investigations and software training; and

WHEREAS, the Sheriff's Office recommends entering into a Professional Services Contract with Chad Peterschick Law Enforcement Perspectives for calendar years 2023-2024 for said services, with a contract amount not to exceed $40,000 including W.S.S.T.; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards Chad Peterschick Law Enforcement Perspectives for "as needed" investigative and consulting services for a contract amount not to exceed $40,000.00, including W.S.S.T.; and

BE IT FURTHER RESOLVED the term of the attached service contract commences August 1, 2023, and shall expire on December 31, 2024; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached contract between Benton County and Chad Peterschick Law Enforcement Perspectives.

Dated this _____day of_____, 2023

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Attest: _____
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, C. Peterschick

Prepared by: K. Gillies

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CHAD PETERSCHICK LAW ENFORCEMENT PROSPECTIVES**, a sole proprietor with her principal offices at 11801 Barrett Rd, Yakima, WA 98908 hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall be effective August 1, 2023, and shall expire on December 31, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the Contract's expiration date.

3. SERVICES PROVIDED

a. See Exhibit "A", additionally;

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

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

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

e. This Contract shall be on an "as needed" basis. The COUNTY

does not guarantee utilization of the Contract. Moreover, this Contract shall not be construed to require COUNTY, or any of its elected officials, departments or employees to exclusively utilize the services of CONTRACTOR for any of the types of work described or contained in paragraph "a" of this Section.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:
Chad Peterschick
11801 Barrett Rd
Yakima, WA 98908
chad@leperspectives.com
Phone: (509) 969-0489

b. For COUNTY:
Katie Gillies, C.F.O.
7122 W Okanogan Place, Bldg. A
Kennewick, WA 99336
Phone:(509) 735-6555 Ext. 3273
Katie.gillies@co.benton.wa.us

5. COMPENSATION

a. See Exhibit "B", additionally;

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $30,000.

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

d. The CONTRACTOR may, in accordance with 5a, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following

the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

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

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, and upon written notice to the CONTRACTOR, withhold all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial obligation" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any

nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work

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

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

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all state of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to

CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Other Insurance Provisions:**

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

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in

force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and

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

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

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

c. If the CONTRACTOR breaches any of its obligations hereunder,

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of 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. PATENT/COPYRIGHT INFRINGEMENT

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

17. DISPUTES

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

18. CONFIDENTIALITY

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

19. 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 required under RCW 36.01.050.

20. SUCCESSORS AND ASSIGNS

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

21. 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.

22. ENTIRE AGREEMENT

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

23. NOTICES

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

24. 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, the following: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on August 1, 2023.

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

Dated:_____	Dated:_____
BENTON COUNTY	**LAW ENFORCEMENTS PERSPECTIVES, CHAD PETERSCHICK**
Will McKay, Chairman Benton County Commissioner	Signature
Approved as to Form:	Title:
Jeffrey Aultman, Civil DPA	Print Name

EXHIBIT "A"

Scope of Work

The CONTRACTOR agrees to perform:

- Pre-employment background investigations on Benton County Sheriff's Office applicants. This work will include interviews, telephone conversations, current employers, and home visits. The contractor agrees to travel to any location for any of the above tasks as directed by the Benton County Sheriff's Office. The contractor will supply the Benton County Sheriff's Office with a final report outlining his findings and remain available for any requested or directed additional investigation.
- Consultant work, including advising Benton County Sheriff's Office members on best practices and policies for currently implemented and future software programs.
- Instruction for Benton County Sheriff's Office members on the implementation and use of software programs. Instruction can be administered both in person and remotely as needed or directed by the Benton County Sheriff's Office.

EXHIBIT "B"

Method of Compensation

The total price to be paid by the COUNTY for the CONTRACTOR's full and complete performance of the Scope of Work hereunder shall not exceed $40,000 without the written consent of BCSO. The COUNTY shall compensate the CONTRACTOR for the services and deliverables performed under this contract according to the following rate(s):

- **Background Investigations:** $65 per hour.
- **Consultations:** $90 per hour
- **Training:** $90 per hour
- **Mileage:** Current government mileage rate according to IRS.gov
- **Per Diem:** Only charged when traveling outside the state of WA is required (with prior BCSO approval) or when conditions or circumstances dictate the need for an overnight stay. In any event, the contractor will notify the Benton County Sheriff's Office of the need prior to any purchase requiring reimbursement. When charged, it will be at the current rate according to IRS.gov
- **Airfare:** Only charged when traveling outside the state of WA is required (with prior BCSO approval). When charged, airfare will be obtained through Alaska Airlines or Delta Airlines and will be for one round-trip, main cabin class ticket for the contractor only. Airfare will be shopped, and the lowest possible price on either of the above-listed airlines will be attempted and purchased by the contractor and reimbursed by the Benton County Sheriff's Office.
- **Hotel Accommodations:** Only charged when traveling outside the state of WA is required (with prior BCSO approval). In the unlikely event of interstate travel requiring overnight accommodations due to inclement weather, roadway

conditions, or any other reason outside the control of the contractor, the contractor will obtain accommodations on a case-by-case basis according to location and immediate need. In any event, the contractor will notify the Benton County Sheriff's Office of the need prior to any purchase requiring reimbursement.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 18, 2023
Subject:	Vacation Accrual for Potential New DPA Hire Holai Holbrook
Presenter:	Eric Eisinger
Prepared By:	Ginny Baddley
Reviewed By:	

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

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

Summary / Background Information

Holai Holbrook has been employed as a Deputy Prosecuting Attorney with the Yakima County Prosecutor's Office since 2011 where she currently accrues 16.75 hours of leave per month. Ms. Holbrook is considering a job offer as a Felony Deputy Prosecuting Attorney, an exempt, non-bargaining position, with the Benton County Prosecutor's Office. Ms. Holbrook is a seasoned Felony Deputy Prosecutor with years of experience handling difficult sex case prosecutions and would be able to make an immediate impact in the Felony Division of the Prosecutor's Office. During the negotiation process, Ms. Holbrook expressed conditional requests related to vacation leave. The Prosecuting Attorney would like to offer Ms. Holbrook vacation accrual at a rate equivalent to a Benton County employee with equal experience, which is 15 hours per month, and immediate use of earned annual leave with pay. Benton County personnel policies and procedures which set forth general policy statements for non-bargaining employees, to include identification of annual leave with pay accruals based on years of service, may be adjusted with BOCC approval.

Maximum accrual of annual leave with pay remains as specified in County personnel policies and procedures for non-bargaining employees.

Fiscal Impact

None. The vacation accrual rate represents an indirect impact in the form of additional time off accrued. The ability to use earned vacation leave represents an indirect impact in the form of paid time off.

Recommendation

The Prosecuting Attorney recommends approval of the vacation resolution as presented.

Suggested Motion

I move to approve the Vacation Accrual/Usage Resolution for Holai Holbrook.

cc: HR, Auditor, PA

Prepared by: G. Baddley

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ANNUAL LEAVE ACCRUAL RATE AND USE OF ACCRUED LEAVE WITH PAY FOR HOLAI HOLBROOK IN THE BENTON COUNTY PROSECUTING ATTORNEY'S OFFICE

WHEREAS, Holai Holbrook has been selected to fill the position of Deputy Prosecuting Attorney; and

WHEREAS, Holai Holbrook's years of experience as a Felony Deputy Prosecuting Attorney with the Yakima County Prosecutor's Office will prove invaluable in making an immediate impact on the heavy caseload in an understaffed felony division; and

WHEREAS, the Benton County Prosecutor recommends authorizing Holai Holbrook, upon her start date as a Benton County employee, to accrue vacation leave at the rate of 15.0 hours per month, and immediate use of earned leave with pay; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners authorize, commencing with her start date, for Holai Holbrook to accrue 15 hours of annual leave per month and immediate use of earned annual leave with pay.

BE IT FURTHER RESOLVED, that solely for the vacation accrual purposes, Holai Holbrook will be deemed to have 12 years of service as of her date of hire on September 1, 2023.

Dated this ____ day of _____, 2023.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, PA

Prepared by: G. Baddley

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	18 July 2023
Subject:	Switzler Reservoir Update
Presenter:	Adam J. Fyall
Prepared By:	Fyall
Reviewed By:	Fyall

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

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

Summary

The Board will receive a briefing specifically about the Switzler Reservoir proposal, but also more generally on water storage and the water outlook in Eastern Washington. No actions are requested from the Board.

Background

Our guests will include:

- Tom Tebb – Director of the Washington Department of Ecology's Office of Columbia River
- Tim Flynn – Founder of Aspect Consulting, lead consultant on the WRIA 31 and Switzler projects.
- Michael Scrafford – Department of Ecology staff and lead staff for Switzler environmental review.

As of this memo, it appears that Mr. Tebb and Mr. Scrafford will attend in-person and that Mr. Flynn will participate via Webex. It is possible that someone from Klickitat County or other Ecology staff may also join.

The Switzler Reservoir proposal was the lead project that came out of the Watershed Resource Inventory Area #31 ("WRIA 31") watershed planning process. WRIA 31 as a geographical area includes Benton County south of the Horse Heaven Rim and downstream of Finley, and the similar adjacent area in Klickitat County. The watershed planning process of the 2000s looked primarily at water quality and water quantity in developing the *Watershed Plan*. After the *Watershed Plan* came the *Implementation Plan*. As an outgrowth of the *Implementation Plan* we – meaning the two counties and Ecology – looked at possible water storage projects and the Switzler proposal was deemed the most feasible and beneficial. The briefing will walk through this process. The team has been have engaged in environmental review in the years since.

Switzler Canyon would be the project site and is located roughly 10 miles upstream of McNary Dam in southeastern Benton County. It is surrounded by irrigated agricultural uses. The proposed reservoir would be located about 1 mile up the canyon and have a fill capacity of about 44,000 acre-feet behind a 325-foot concrete-faced rockfill dam.

Adam Fyall and Greg Wendt are staff liaisons to the project. Mr. Fyall has worked on watershed planning since its beginnings in 2002, and that entire time was spent working with David McClure as the counterpart at Klickitat County who retired at the end of May. Klickitat County has been the contract administrator all the way along through these various stages of watershed planning, so there is a transition going on right now that will need to be worked through. A briefing similar to this was provided to Klickitat County commissioners in May before Mr. McClure's departure.

Fiscal Impact

None.

# # #

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	7/18/2023
Subject:	Ratify Contract 22-62210-002 Community Development Block Grant Amendment A
Presenter:	
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan, Manager

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

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

Summary / Background Information

Contract 22-62210-002 (CDBG) was scheduled to expire on June 30, 2023. The week prior to the expiration, Washington State Department of Commerce (Commerce) offered to amend this contract to extend the end date to June 30, 2024 and add funding in the amount of $66,000.00. Due to the late notice of the contract amendment, there was not enough time to bring before the BOCC. This was discussed with County Administration and the contract amendment was signed by the Human Services Manager through DocuSign and is brought before the BOCC to be ratified. Benton County will make available $62,500.00 in CDBG funds to the grant subrecipient, Benton-Franklin Community Action Connections. These funds will result in new and increased CDBG eligible public services. The services will benefit approximately 96 persons and target limited clientele based on HUD's low- and moderate-income criteria for Benton and Franklin Counties. The grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2023 and June 30, 2024. Benton County will receive $3,500.00 for eligible general administrative costs.

Fiscal Impact

Amount: Total grant amount of $66,000.00
Fund: There is no impact on the current expense budget. All revenues and expenditures are from fund 1080 Human Services Budget.

Recommendation

Approve signing the resolution ratifying the signed amendment B to accept the Department of Commerce's grant agreement 22-62210-002 for CDBG funding .

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF RATIFYING AMENDMENT A TO GRANT NUMBER: 22-62210-002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), PUBLIC SERVICES GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, LOCAL GOVERNMENT DIVISION, AND BENTON COUNTY

WHEREAS, Washington State Department of Commerce amended contract 22-62210-002 with Benton County to provide the Community Development Block Grant (CDBG), Public Services Grant; and

WHEREAS, Benton County will make $62,500.00 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Benton-Franklin Community Action Connections; and

WHEREAS, these funds will result in new and increased CDBG eligible public services; and

WHEREAS, the county will receive up to $3,500.00 for eligible general administration costs; and

WHEREAS, the services will benefit approximately 96 additional persons and target limited clientele based on HUD's low- and moderate- income criteria for Benton and Franklin Counties; and

WHEREAS, the amendment A to grant 22-62210-002 will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2023 and June 30, 2024;

WHEREAS, due to the timeliness of receiving this Contract Amendment, the Human Services Manager DocuSigned on June 27, 2023, to avoid losing the funding; **NOW, THEREFORE,**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, to ratify the Community Development Block Grant (CDBG), Public Services Grant Amendment A between Washington State Department of Commerce, Local Government Division, and Benton County for a contract amount of $66,000.00; and

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

Grant; and

BE IT FURTHER RESOLVED, that Kyle Sullivan, Manager of the Department of Human Services, is able to DocuSign the agreement amendment A on behalf of Benton County; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on July 1, 2023 and ends on June 30, 2024.

Dated this.....day of ....., 2023

_____
Chairman of Board

_____
Chair Pro Tem

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

Attest: _____
Clerk of the Board

DocuSign Envelope ID: B631E78D-614B-4708-A62B-F478BDAC8D30

Amendment Face Sheet **Contract Number: 22-62210-002**

Amendment Number: A

Washington State Department of Commerce
Local Government Division
Community Development Block Grant Program
Public Services Grant

1. Grantee	2. Grantee Doing Business As (optional)
Benton County PO BOX 190 Kennewick, WA 99350	N/A
3. Grantee Representative	**4. COMMERCE Representative**
Deena Horton Program Specialist 509-737-3953 deena.horton@co.benton.wa.us	Jeff Hinckle, Project Manager PO Box 42525/1011 Plum Street SE, Olympia, WA 98504 (360) 605-2402 jeff.hinckle@commerce.wa.gov

5. Original Grant Amount	6. Amendment Amount	7. New Grant Amount Amount
$67,000	**$66,000**	**$133,000**

8. Amendment Funding Source	9. Amendment Start Date	10. Amendment End Date
Federal: ☑ **State:** ☐ **Other:** ☐	**July 01, 2023**	**June 30, 2024**

9. Federal Funds	Federal Agency:	CFDA Number
$133,000	U.S. Department of Housing and Urban Development (HUD)	14.228

12. Amendment Purpose:

Public Services through Benton-Franklin Community Action Connections to low- and moderate-income persons in Benton, Franklin counties for the 2023 program year.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended". The Amendment Amount is contingent on obligation of funds from the U.S. Department of Housing and Urban Development for program year 2023.

FOR GRANTEE	FOR COMMERCE
DocuSigned by: Kyle Sullivan, Human Services Manger 6DA479969D02451... Kyle Sullivan Human Services Manger 6/27/2023 | 1:38 PM PDT Date	Mark K. Barkley, Assistant Director Local Government Division Date **APPROVED AS TO FORM ONLY** **Sandra Adix, Assistant Attorney General** 3/20/2014 Date

DocuSign Envelope ID: B631E78D-614B-4708-A62B-F478BDAC8D30

Amendment Face Sheet **Contract Number: 22-62210-002**

Amendment Number: A

Washington State Department of Commerce
Local Government Division
Community Development Block Grant Program
Public Services Grant

1. Grantee Benton County PO BOX 190 Kennewick, WA 99350	**2. Grantee Doing Business As (optional)** N/A	
3. Grantee Representative Deena Horton Program Specialist 509-737-3953 deena.horton@co.benton.wa.us	**4. COMMERCE Representative** Jeff Hinckle, Project Manager PO Box 42525/1011 Plum Street SE, Olympia, WA 98504 (360) 605-2402 jeff.hinckle@commerce.wa.gov	
5. Original Grant Amount **$67,000**	**6. Amendment Amount** **$66,000**	**7. New Grant Amount Amount** **$133,000**
8. Amendment Funding Source **Federal: ☑ State: ☐ Other: ☐**	**9. Amendment Start Date** **July 01, 2023**	**10. Amendment End Date** **June 30, 2024**
9. Federal Funds $133,000	**Federal Agency:** U.S. Department of Housing and Urban Development (HUD)	**CFDA Number** 14.228

12. Amendment Purpose:

Public Services through Benton-Franklin Community Action Connections to low- and moderate-income persons in Benton, Franklin counties for the 2023 program year.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended". The Amendment Amount is contingent on obligation of funds from the U.S. Department of Housing and Urban Development for program year 2023.

FOR GRANTEE	**FOR COMMERCE**
Kyle Sullivan Human Services Manger	Mark K. Barkley, Assistant Director Local Government Division
Date	Date
Approved as to form: Ryan K Brown, DPA	**APPROVED AS TO FORM ONLY** **Sandra Adix, Assistant Attorney General** 3/20/2014 Date

Grant Number: 22-62210-002 Amendment ~~1~~ A

Washington State Department of Commerce
Local Government Division
Community Development Block Grant (CDBG)

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

For Benton County:

Chair Date

Attest:

Clerk of the Board

Approved as to form:	**Approved as to form:**	
Dept. of Human Services	Benton Co Prosecutor's Office	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	7/18/2023
Subject:	Ratifying Amendment B to Contract 20-6221C-103 Community Development Block Grant – Coronavirus (CDBG-CV1) and (CDBG-CV2) Between Washington State Department of Commerce, Local Government Division, and Benton County.
Presenter:	Kyle Sullivan
Prepared By:	Kyle Sullivan
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Contract 20-6221C-103 (CDBG CV-1 and CV-2) was schedule to expire on June 30, 2023. The week prior to the expiration, the Washington State Department of Commerce (Commerce) offered to amend this contract to extend the end date to June 30, 2025, to accommodate the spend down of the remaining budget. No additional funding was added. Due to the late notice of the contract amendment, there was not enough time to bring before the BOCC. This was discussed with County Administration and the contract amendment was signed by the Human Services Manager through DocuSign and is brought before the BOCC to be ratified. The attorney reviewing this contract amendment did not approve as to form due to concerns that the contract amendment only references Benton County and does not make it clear that funding is for residents of Benton and Franklin Counties. The Human Services Manager contacted the Contract Manager at Commerce for clarification, and he acknowledged that the language identifying that the funding is for Benton and Franklin Counties was inadvertently removed from this contract amendment and stated that the funding is for services in both Counties. This funding will benefit people who meet the Department of Housing and Urban Development (HUD) definition of low and moderate income criteria for Benton and Franklin Counties and will exclusively benefit residents of non-entitlement areas for eligible costs such as rent and utilities assistance.

Fiscal Impact

Amount:

Total grant amount of $513,545.00

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

All revenues and expenditures are from fund 1080 Human Services Budget.

Recommendation

Approve and ratify Amendment B to Contract Number 20-6221C-103 between Washington State Department of Commerce, Local Government Division, and Benton County.

Suggested Motion

Move to approve and ratify Amendment B to Contract 20-6221C-103 between Washington State Department of Commerce, Local Government Division and Benton County.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF RATIFYING AMENDMENT B TO CONTRACT 20-6221C-103 COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS (CDBG-CV1) AND (CDBG-CV2), PUBLIC SERVICES GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, LOCAL GOVERNMENT DIVISION, AND BENTON COUNTY

WHEREAS, the purpose of this Amendment is to extend the end date of Contract 20-6221C-103 to June 30, 2025 to allow for additional time to spend the remaining budget; and

WHEREAS, due to the timeliness of receiving this Contract Amendment, the Human Services Manager signed by DocuSign on June 27, 2023, to avoid losing the funding; and

WHEREAS, the Board of Benton County Commissioners should ratify this decision; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves and ratifies Amendment B to Contract 20-6221C-103 Community Development Block Grant – Coronavirus (CDBG-CV1) and (CDBG-CV2) between Washington State Department of Commerce, Local Government Division, and Benton County; and

BE IT FURTHER RESOLVED, that the term of the attached Amendment begins on July 1, 2023 and ends on June 30, 2025.

Dated this 18th day of July, 2023.

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners K. Sullivan

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Department of Commerce

Amendment Face Sheet

Contract Number: 20-6221C-103
Amendment Number: B

Washington State Department of Commerce
Local Government Division
Community Development & Assistance
CDBG-CV1 and CDBG-CV2

1. Grantee Benton County -Human Services 7102 E OKANOGAN PL STE 201 KENNEWICK, WA 99336	**2. Grantee Doing Business As** (optional) N/A
3. Grantee Representative Tammy McKeirnan, Finance Manager (509) 737-3914 Tammy.McKeirnan@co.benton.wa.us	**4. COMMERCE Representative** Geoffrey Bracken, Project Manager PO Box 42525/1011 Plum St SE, Olympia, WA 98504-2525 (509) 220-0318 | geoffrey.bracken@commerce.wa.gov

5. Original Grant Amount	**6. Amendment Amount**	**7. New Grant Amount**
$513,545.00	N/A	N/A
8. Amendment Funding Source Federal: ✓ State: Other:	**9. Amendment Start Date** Date of Execution	**10. Amendment End Date** 06/30/2025
11. Federal Funds (as applicable): $513,545.00	**Federal Agency:** U.S. Department of Housing and Urban Development	**CFDA#** 14.228

12. Amendment Purpose: A twenty-four (24) month extension to accommodate spend down of remaining budget.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Attachment "A" –Scope of Work and Budget for Amendment B. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE

DocuSigned by:
Kyle Sullivan
6DA470969D02451...

Kyle Sullivan, Manager
Benton County Department of Human Services

6/27/2023 | 1:45 PM PDT
Date

FOR COMMERCE

DocuSigned by:
Mark Barkley
80312B84865C458...

Mark K. Barkley, Assistant Director
Local Government Division

6/28/2023 | 8:43 AM PDT
Date

APPROVED AS TO FORM ONLY

Sandra Adix
Assistant Attorney General
3/20/2014
Date

DocuSign Envelope ID: C9479A08-1C65-44DB-AA0F-EA2E8DDE5D35

ATTACHMENT A — SCOPE OF WORK AND BUDGET
Grantee: Benton County
Contract No. 20-6221C-103 Amendment B

Section A: Project Description / Deliverable

Benton County is awarded a $225,616 CDBG-CV2 Grant. These funds will result in new and increased CDBG-CV2 eligible public services for Benton County residents. Benton County, along with its sub recipient, Benton Franklin Community Action Connections, will provide essential assistance to help stabilize eligible persons impacted by COVID-19. Combined with the County's CDBG-CV1 award, total project costs are estimated at $513,545. Eligible public services will benefit a combined total of approximately 616 persons and target services to limited clientele with principally low- and moderate-incomes based on a LMI household qualification process. CDBG-CV funded activities will prevent, prepare for, and respond to coronavirus.

Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
21A General Admin.	$18,280	▪ Execute grant amendment with Commerce. ▪ Verify the sub recipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG file, and submit a copy to Commerce. ▪ Amend as needed, sub recipient agreement that includes the quarterly beneficiary reporting requirement. Submit a signed copy to Commerce. ▪ Establish administrative, financial, reporting, and record keeping systems, including a system to prevent duplication of benefit.	Before first payment request
		Payment requests: ▪ Review sub recipient reimbursement requests and project costs and invoices against project budget and contract start date. ▪ Document local government's CDBG general administration costs. ▪ Once costs are approved, prepare and submit payment request and project status report to Commerce. ▪ Document receipt of grant funds and reimbursement of eligible costs.	Not more than monthly First payment request within 270 days from contract execution
		▪ Submit a CDBG Beneficiary Report within 30 days of end of each calendar quarter.	1/31, 4/30, 7/31, 10/31
		▪ Complete applicable civil rights requirements. ▪ Conduct an on-site monitoring of the sub recipient to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable.	Prior to Commerce's on-site monitoring
		▪ Resolve all monitoring issues with CDBG. ▪ Accomplish all grant activities. ▪ Conduct a final public hearing to review project performance. ▪ Submit a CDBG Contract Closeout Report.	Before requesting final 5% of CDBG award
		▪ List CDBG expenditures in your annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).	Before audit

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Section B: Project Activities, Milestones and Budget (continued)			
CDBG Budget Code	**Budget Amount**	**Project Activities** ***Must complete each bulleted project activity to meet the corresponding milestone.**	**Performance Milestones**
05 Public Services	$495,265	▪ Deliver the direct services identified in the CDBG application with help from Benton Franklin Community Action Connections ▪ Allocate and manage public services funds as established in the approved sub recipient agreement and budget, and prevent duplication of benefits. ▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons. ▪ Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments.	Approx. 616 LMI persons receive direct services by 6/30/2025
TOTAL:	**$513,545**		