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, August 1, 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 25, 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

Auditor
- a. Check Posting List – Accounts Payable for 07/21/23

Corrections
- b. Line Item Transfer, Fund No. 0010, Dept. 120 for Overtime

Human Services
- c. Contract w/WA State Dept of Commerce, Community Services & Housing Division for Emergency Housing Fund Grant

Information Technology
- d. Extended Warranty for Maintenance & Support Agreement w/Justice AV Solutions, Inc. for Superior, District and Juvenile Courts Courtroom Recording Systems
- e. Desk Officer Reporting System Services From Lexis Nexis Coplogic Solutions for Sheriff's Office

Juvenile
- f. Program Agreement w/State of WA Dept. of Children, Youth & Families, Juvenile Rehabilitation Administration for ACT Quality Assurance
- g. Program Agreement w/State of WA Dept. of Social & Health Services for Consolidated Services

Office of Public Defense
- h. Amended Superior Court Public Defense Services Agreement w/Keith Hilde

Public Safety
- i. Line Item Transfer, Fund No. 1480, Dept. No. 121 for Overtime

j. Line Item Transfer, Fund No. 1480, Dept. 115 for Red Mt Radio Tower Road

Purchasing

k. Authorization to Advertise & Bid for the Administration Building Tenant Improvement Project ~ CB 23-18

Workforce Development

l. Memorandum of Understanding and Infrastructure Funding Agreement for Chairman Signature w/the One-Stop Partners of WorkSource Columbia Basin

Scheduled Business

Conversion of a Deputy Position to a Sergeant Position in the Benton County Sheriff's Office ~ Sheriff Croskrey

Benton County Policy Against Discrimination & Harassment & Reporting Procedures ~ C Nave

Other Business

Executive Session

Pending Litigation ~ R Brown

Adjournment

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, July 25, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Absent: County Administrator Jerrod MacPherson (Vacation – Excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Carlee Nave, HR Manager; Greg Wendt, Community Development Director; Public Works Manager Matt Mahoney; Clerk Josie Delvin; DPA Ryan Brown; Treasurer Ken Spencer; Finance Manager Linda Ivey; Deputy Treasurer Kirsten Yniguez; Juvenile Administrator Dave Wheeler; Eric Wyant, HR Assistant Manager; Chief Robert Guerrero; District Court Administrator Amanda Watts; Auditor Brenda Chilton; Greg Wendt, Community Development Director; Andrea Watts, Planning.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of July 18, 2023 were approved.

Review Agenda

Matt Rasmussen added the following to the agenda:

- Executive Session – Consider Qualifications of Applicant for Public Employment
- Executive Session - Review Performance of Public Employee

Public Comment

Tina Gregory, via/WebEx, said she wanted in-person voting, transparent elections, expressed her concerns regarding government costs, and asked the Board to stand up against evil.

Jim Atkins, via/WebEx, asked about the item on the agenda where an employee was requesting to use annual leave and whether it was accrued time or not.

Consent Agenda

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

Commissioners
a. Surplus & Disposition of Personal Property

Corrections
b. Agreement w/City of Othello for Othello Police Department Jail Space @ the Benton County Jail
c. Notice of Award to Bob Barker Company, Inc. for the Purchase of Inmate Supplies

Juvenile
d. Contract Termination w/Washington Collectors Tri-Cities, Inc. for Collections Services

Office of Public Defense
e. Line Item Transfer, Fund No. 0010, Dept. 136 for Public Defense Attorney I Position

Public Works
f. Agreement w/Delta Endurance LLC for Temporary Use of County Right-of-Way
g. Agreement w/Triple S Farms, Inc., for Maintenance of County Road Section of Weller Road
h. Accepting Work Performed by American Rock Products for Plymouth Road Overlay Project

Purchasing
i. Contract Award to Hummel Construction & Development, LLC for the Rattlesnake Mountain Shooting Range Training Center Project

Sheriff
j. Purchase of One TruNarc Narcotics Analyzer From Fisher Scientific Co., LLC

Treasurer
k. Approval of Columbus Day Training

Public Hearing - Short Plat Vacation – SPV 2023-002

Greg Wendt and Andrea Watts presented the Short Plat Vacation application by Maureen Gore to vacate of a portion of the hammerhead shaped emergency vehicle turn-around easement located on Lot 2 of Short Plat 3720 to allow for additional buildable area on the northeast side of Lot 2. The applicant proposed to record a new 20 x 50-foot emergency vehicle turn-around easement.

No objections were received to date, and the Planning Division recommended approval based upon the information received.

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

MOTION: Commissioner Delvin moved to approve the vacation of the emergency vehicle turn-around easement located on Lot 2 of Short Plat 3720, with the condition that the applicant record a new emergency access and turnaround easement on Lot 2 of Short Plat 3720 with the Benton County Auditor. The document must be recorded within 1 year of the date of approval by the Benton County Board of Commissioners or this approval will be null and void. Commissioner Alvarez seconded and upon vote, the motion carried.

Public Hearing - Budget Adjustments

Linda Ivey presented the following budget adjustments that were posted and advertised as required.

She added the Board did not do any budget adjustments last year, as they were concerned about the economy, so this adjustment to the General Fund was based on two years.

- General Fund, Fund No. 0010, Dept. 115 in the Amount of $10,000,000 for Cash Carry Forward to Bring Fund 0010 in Excess of 13% of the Operating Budget
- Human Services Fund, Fund 1070 in the Amount of $2,000,000 for the Purchase of a Building on Bruneau Avenue for Behavioral Health Services

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

MOTION: Commissioner Delvin moved to approve the request for a budget adjustment to the General Fund, Fund number 0010, Non-Departmental, Department 115, in the amount of $10,000,000 and to approve the request for a budget adjustment to the Human Services Fund, Fund number 1070, in the amount of $2,000,000. Commissioner Alvarez seconded and upon vote, the motion carried.

Request to Use Annual Leave with Pay for Employee in the Prosecuting Attorney's Office

DPA Ryan Brown presented a Resolution requesting employee Jeffrey Aultman to use accrued annual leave before completion of his six months of service. He already used the time and so would need to take leave without pay.

Commissioner Alvarez said this subject was discussed with Admin and he was in favor of changing the policy and allowing the department managers to make the decision on whether an employee could use accrued leave.

Mr. Rasmussen said the HR Manager brought this to Administration and asked if the County should consider changing the policy by removing the six-month restriction and he felt it was a good change and in line with the current market and requests from new hires. It did not address the bargaining units and that would have to be bargained. However, this would leave it up to the approver's discretion.

MOTION: Commissioner Delvin moved to approve the request to use annual leave with pay for Jeff Aultman in the PA's office as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve the Resolution allowing employees to take vacation/annual leave prior to six months of service, Amending Resolution 2014-306. Commissioner Alvarez seconded and upon vote, the motion carried.

Request to Credit Juvenile Employee with Time Served as Acting Detention Manager

Dave Wheeler and Eric Wyant presented a resolution to credit a juvenile employee for time served as Acting Detention Manager now that he was selected to fill that position. He said it was appropriate to recognize those months he served in that position and Mr. Wyant said it was good practice to recognize employees for time served.

MOTION: Commissioner Delvin moved to approve the request to credit Juvenile employee Rudy Ruelas with time served as acting detention manager as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

Appointment of Committees to Prepare Arguments for Approval & Rejection of Proposition for Renewal of Public Safety Sales Tax

Matt Rasmussen said the Board was required by RCW to appoint three members to two separate committees to prepare arguments in favor and against the proposition for renewal of the public safety sales tax. He said they had been working with the Law & Justice Committee and had three names for the committee preparing the statement against and five names for the committee in favor. The Board would need to narrow down the list to three members for the pro committee and they were required to turn in the appointments by August 1, 2023.

The Board reviewed the nominations and Commissioner Alvarez recommended Pat Holton, Bill Dress, and Brian Ace.

Mr. Rasmussen said all names had been vetted by the Law & Justice Council and any of the individuals would be acceptable to them.

MOTION: Commissioner Delvin moved to approve a Resolution appointing Jerome Martin, Earl Morgan, and Ken Reithmayr to the committee to prepare arguments to reject the proposition to renew the public safety sales tax. Commissioner Alvarez seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve a Resolution appointing Pat Holton, Bill Dress, and Brian Ace to the committee to prepare arguments to approve the proposition to renew the public safety sales tax. Commissioner Alvarez seconded and upon vote, the motion carried.

Other Business

None.

Executive Session – Review Qualifications of Applicant for Public Employment/Review Performance of Public Employee

The Board went into executive session at 9:24 a.m. for 10 minutes to discuss two items (review qualifications of applicant for public employment and review performance of a public employee). Also present were Matt Rasmussen, Cami McKenzie, Matt Mahoney, and Eric Wyant. Mr. Mahoney and Mr. Wyant left the executive session at 9:27 a.m. The Board came out at 9:35 a.m. No decisions were made in executive session.

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

The Board briefly recessed, reconvening at 9:41 a.m.

Executive Session – 2nd Quarter Litigation Update

The Board went into executive session at 9:41 a.m. for 30 minutes with DPA Ryan Brown to review the 2nd quarter litigation update. Also present were Matt Rasmussen, Cami McKenzie, and Brenda Chilton.

The Board came out at 10:08 a.m. No decisions were made in executive session.

Resolutions

2023-522: Surplus & Disposition of Personal Property
2023-523: Agreement w/City of Othello - Othello Police Department Jail Space @ the Benton County Jail
2023-524: Notice of Award to Bob Barker Company, Inc. for the Purchase of Inmate Supplies
2023-525: Contract Termination w/Washington Collectors Tri-Cities, Inc. for Collections Services
2023-526: Line Item Transfer, Fund No. 0010, Dept. 136 for Public Defense Attorney I Position
2023-527: Agreement w/Delta Endurance LLC for Temporary Use of County Right-of-Way
2023-528: Agreement w/Triple S Farms, Inc., for Maintenance of County Road Section of Weller Road
2023-529: Accepting Work Performed by American Rock Products for Plymouth Road Overlay Project
2023-530: Contract Award to Hummel Construction & Development, LLC for the Rattlesnake Mountain Shooting Range Training Center Project
2023-531: Purchase of One TruNarc Narcotics Analyzer From Fisher Scientific Co., LLC
2023-532: Approval of Columbus Day Training
2023-533: Budget Adjustment – 2023-2024 General Fund 0010, Dept. 115 - $1,000,000.00

2023-534: Budget Adjustment – 2023-2024 Human Service Fund 1070 in the amount of $2,000,000.00

2023-535: Use of Annual Leave with Pay for Jeffrey Aultman – Benton County PA's Office

2023-536: Allowing Employees to Use Annual Leave Prior to Six Months of Service – Amending Resolution 2014-306

2023-537: Crediting Rudy Ruelas with Time Served in the Acting Detention Manager Position

2023-538: Appointing Members to the Committee Preparing the Statement Against the Proposition to Renew the Public Safety Sales Tax

2023-539: Appointing Members to the Committee Preparing the Statement in Favor of the Proposition to Renew the Public Safety Sales Tax

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

_____ _____

Clerk of the Board Chairman

We, the undersigned Board of County Commissioners of Benton County, Washington, do hereby certify that the merchandise of services hereinafter specified by Funds on the attached Check Posting List, have been received and are approved for payment.

Accounts Payable

Check Date: 07/21/2023

Warrants # 247730-247794
Total of all Funds: $237,772.82

EFT # 522-525
Transfers # 1003-1012, 1015, 1019-1020
Total of all Funds: $23,275.17

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
247730	07/21/2023	PRTD	105681	AHMED N PHIPPS	07/12/2023		072123	90.00
					CHECK		247730 TOTAL:	90.00
247731	07/21/2023	PRTD	101365	APOLLO HEATING & AIR CONDITION	07/07/2023		072123	5,008.70
					CHECK		247731 TOTAL:	5,008.70
247732	07/21/2023	PRTD	101364	APOLLO MECHANICAL CONTRACTORS	06/30/2023		072123	26.99
				APOLLO MECHANICAL CONTRACTORS	06/30/2023		072123	15,207.61
				APOLLO MECHANICAL CONTRACTORS	06/30/2023		072123	9,938.89
				APOLLO MECHANICAL CONTRACTORS	06/30/2023		072123	418.59
					CHECK		247732 TOTAL:	25,592.08
247733	07/21/2023	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	06/28/2023		072123	20,158.88
					CHECK		247733 TOTAL:	20,158.88
247734	07/21/2023	PRTD	101443	BANLIN CONSTRUCTION, LLC	07/11/2023		072123	12,192.45
					CHECK		247734 TOTAL:	12,192.45
247735	07/21/2023	PRTD	101675	BUILDERS' HARDWARE & SUPPLY CO, INC	06/29/2023		072123	53.84
					CHECK		247735 TOTAL:	53.84
247736	07/21/2023	PRTD	101895	C I INFORMATION MANAGEMENT	06/30/2023		072123	118.94
				C I INFORMATION MANAGEMENT	05/31/2023		072123	118.94
					CHECK		247736 TOTAL:	237.88
247737	07/21/2023	PRTD	101895	C I INFORMATION MANAGEMENT	05/31/2023		072123	122.53
					CHECK		247737 TOTAL:	122.53
247738	07/21/2023	PRTD	101726	CAREER PATH SERVICES, EMPLOYMENT AN	06/30/2023		072123	977.52

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	247738 TOTAL:	977.52
247739	07/21/2023	PRTD	101750	CASCADE NATURAL GAS CORP	07/11/2023		072123	43.07
				CASCADE NATURAL GAS CORP	07/11/2023		072123	412.68
				CASCADE NATURAL GAS CORP	07/11/2023		072123	65.80
				CASCADE NATURAL GAS CORP	07/07/2023		072123	14.21
				CASCADE NATURAL GAS CORP	07/07/2023		072123	14.21
						CHECK	247739 TOTAL:	549.97
247740	07/21/2023	PRTD	101818	CITY OF KENNEWICK	07/13/2023		072123	443.88
				CITY OF KENNEWICK	07/13/2023		072123	1,310.84
				CITY OF KENNEWICK	07/13/2023		072123	610.85
						CHECK	247740 TOTAL:	2,365.57
247741	07/21/2023	PRTD	101823	CITY OF RICHLAND (Richland)	07/06/2023		072123	478.26
						CHECK	247741 TOTAL:	478.26
247742	07/21/2023	PRTD	101825	CITY OF RICHLAND, C/O FINANCE DEPT	07/06/2023		072123	2,391.30
						CHECK	247742 TOTAL:	2,391.30
247743	07/21/2023	PRTD	101860	COLEMAN OIL COMPANY	06/30/2023		072123	1,050.99
				COLEMAN OIL COMPANY	07/15/2023		072123	41.86
				COLEMAN OIL COMPANY	07/15/2023		072123	117.28
				COLEMAN OIL COMPANY	07/15/2023		072123	639.82
				COLEMAN OIL COMPANY	06/30/2023		072123	202.88
				COLEMAN OIL COMPANY	07/15/2023		072123	40.80
				COLEMAN OIL COMPANY	07/15/2023		072123	441.25
				COLEMAN OIL COMPANY	07/15/2023		072123	143.66
				COLEMAN OIL COMPANY	07/15/2023		072123	96.48

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		247743 TOTAL:	2,775.02
247744	07/21/2023	PRTD	101913	COMPUNET, INC	07/07/2023		072123	932.65
				COMPUNET, INC	07/10/2023		072123	337.50
				COMPUNET, INC	04/18/2023		072123	36.26
				COMPUNET, INC	06/30/2023		072123	37,521.25
					CHECK		247744 TOTAL:	38,827.66
247745	07/21/2023	PRTD	101917	CONNECTIONS CONSULTING, MA LLC	06/30/2023		072123	6,375.00
					CHECK		247745 TOTAL:	6,375.00
247746	07/21/2023	PRTD	101918	CONNELL OIL INC	06/30/2023		072123	353.09
				CONNELL OIL INC	07/15/2023		072123	2,834.44
					CHECK		247746 TOTAL:	3,187.53
247747	07/21/2023	PRTD	101924	CONSOLIDATED ELECTRICAL, DISTRIBUTO	07/12/2023		072123	152.94
					CHECK		247747 TOTAL:	152.94
247748	07/21/2023	PRTD	101928	CONSOLIDATED TECHNOLOGY, SERVICES	07/05/2023		072123	220.00
					CHECK		247748 TOTAL:	220.00
247749	07/21/2023	PRTD	101995	CROWN PAPER & JANITORIAL, SUPPLY	07/12/2023		072123	180.01
					CHECK		247749 TOTAL:	180.01
247750	07/21/2023	PRTD	101997	CROWN PROPERTY MANAGEMENT, LLC	07/12/2023		072123	130.23
					CHECK		247750 TOTAL:	130.23
247751	07/21/2023	PRTD	100977	EXPRESS EMPLOYMENT, PROFESSIONALS	07/05/2023		072123	229.84
				EXPRESS EMPLOYMENT, PROFESSIONALS	06/28/2023		072123	3,244.80

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	247751 TOTAL:	3,474.64
247752	07/21/2023	PRTD	102275	FASTSIGNS	05/26/2023		072123	1,074.14
						CHECK	247752 TOTAL:	1,074.14
247753	07/21/2023	PRTD	102360	FRANKLIN CO CLERK	07/03/2023		072123	751.74
						CHECK	247753 TOTAL:	751.74
247754	07/21/2023	PRTD	102473	G I O A	07/10/2023		072123	200.00
						CHECK	247754 TOTAL:	200.00
247755	07/21/2023	PRTD	105441	GLATZER LAW OFFICE PLLC	07/01/2023		072123	2,700.00
						CHECK	247755 TOTAL:	2,700.00
247756	07/21/2023	PRTD	102474	GRAINGER	07/05/2023		072123	352.49
						CHECK	247756 TOTAL:	352.49
247757	07/21/2023	PRTD	105447	HOGLUND MEDIATION SERVICES	07/13/2023		072123	500.00
						CHECK	247757 TOTAL:	500.00
247758	07/21/2023	PRTD	102661	HUNZIKER, KRISTI L	07/05/2023		072123	425.00
						CHECK	247758 TOTAL:	425.00
247759	07/21/2023	PRTD	102679	IDEAL OPTION PLLC	07/06/2023		072123	25,442.00
						CHECK	247759 TOTAL:	25,442.00
247760	07/21/2023	PRTD	102749	INSTRUMENT SALES AND SERVICES , INC	07/13/2023		072123	671.88
						CHECK	247760 TOTAL:	671.88
247761	07/21/2023	PRTD	102839	KIE SUPPLY CORPORATION	07/10/2023		072123	97.79

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	247761 TOTAL:	97.79
247762	07/21/2023	PRTD	102925	LANGUAGE LINE SERVICES	06/30/2023		072123	378.05
						CHECK	247762 TOTAL:	378.05
247763	07/21/2023	PRTD	105785	LAWSON PRODUCTS INC	07/11/2023		072123	992.48
						CHECK	247763 TOTAL:	992.48
247764	07/21/2023	PRTD	103025	LOWE'S HOME CENTERS INC	06/25/2023		072123	2,820.80
						CHECK	247764 TOTAL:	2,820.80
247765	07/21/2023	PRTD	103025	LOWE'S HOME CENTERS INC	06/25/2023		072123	1,723.23
						CHECK	247765 TOTAL:	1,723.23
247766	07/21/2023	PRTD	103030	LUTHERAN COMMUNITY SERVICES	05/22/2023		072123	14,155.50
						CHECK	247766 TOTAL:	14,155.50
247767	07/21/2023	PRTD	104963	MR ROOTER PLUMBING	07/06/2023		072123	743.70
						CHECK	247767 TOTAL:	743.70
247768	07/21/2023	PRTD	103248	NAPA-PROSSER	07/11/2023		072123	12.54
						CHECK	247768 TOTAL:	12.54
247769	07/21/2023	PRTD	103320	NORTHSTAR CLEAN CONCEPTS HOTSY	06/05/2023		072123	44.69
						CHECK	247769 TOTAL:	44.69
247770	07/21/2023	PRTD	103381	ONE WORLD TELECOMMUNICATIONS , INC	07/12/2023		072123	4,871.85
						CHECK	247770 TOTAL:	4,871.85
247771	07/21/2023	PRTD	103469	PACIFIC OFFICE AUTOMATION, INC	07/03/2023		072123	77.26

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	247771 TOTAL:	77.26
247772	07/21/2023	PRTD	103571	PLATT ELECTRIC SUPPLY	07/12/2023		072123	147.28
						CHECK	247772 TOTAL:	147.28
247773	07/21/2023	PRTD	100824	PPC SOLUTIONS INC	06/30/2023		072123	1,124.57
				PPC SOLUTIONS INC	05/31/2023		072123	40.38
				PPC SOLUTIONS INC	07/10/2023		072123	697.51
				PPC SOLUTIONS INC	07/10/2023		072123	697.51
				PPC SOLUTIONS INC	07/14/2023		072123	-10.80
						CHECK	247773 TOTAL:	2,549.17
247774	07/21/2023	PRTD	103684	RAINWATER, INC	07/01/2023		072123	8.64
				RAINWATER, INC	07/01/2023		072123	15.07
						CHECK	247774 TOTAL:	23.71
247775	07/21/2023	PRTD	103686	RAMON, BERTHA	06/30/2023		072123	7,680.00
						CHECK	247775 TOTAL:	7,680.00
247776	07/21/2023	PRTD	103712	REDSKY TECHNOLOGIES, INC	06/30/2023		072123	108.70
						CHECK	247776 TOTAL:	108.70
247777	07/21/2023	PRTD	103755	RICOH USA, INC	07/06/2023		072123	155.91
				RICOH USA, INC	07/05/2023		072123	195.28
				RICOH USA, INC	07/07/2023		072123	237.59
				RICOH USA, INC	07/01/2023		072123	97.35
						CHECK	247777 TOTAL:	686.13
247778	07/21/2023	PRTD	103818	RWC INTERNATIONAL, LTD	07/05/2023		072123	827.34

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	247778 TOTAL:	827.34
247779	07/21/2023	PRTD	102527	SHELLY HANSEN RID CERTIFIED, SIGN L	07/02/2023		072123	75.00
						CHECK	247779 TOTAL:	75.00
247780	07/21/2023	PRTD	103910	SHERWIN-WILLIAMS CO	07/10/2023		072123	435.98
						CHECK	247780 TOTAL:	435.98
247781	07/21/2023	PRTD	103912	SHI INTERNATIONAL CORP	05/15/2023		072123	15,453.46
						CHECK	247781 TOTAL:	15,453.46
247782	07/21/2023	PRTD	103954	SMITH, DONALD	07/17/2023		072123	283.00
						CHECK	247782 TOTAL:	283.00
247783	07/21/2023	PRTD	104029	STAPLES ADVANTAGE	07/01/2023		072123	46.41
						CHECK	247783 TOTAL:	46.41
247784	07/21/2023	PRTD	104150	THE PERSONAL TOUCH CLEANING, INC	06/30/2023		072123	3,967.66
						CHECK	247784 TOTAL:	3,967.66
247785	07/21/2023	PRTD	104208	TRI-CITIES MONITORING, INC	06/21/2023		072123	7,143.22
				TRI-CITIES MONITORING, INC	07/02/2023		072123	6,778.57
						CHECK	247785 TOTAL:	13,921.79
247786	07/21/2023	PRTD	104292	ULTIMATE TRAINING MUNITIONS, INC	06/28/2023		072123	623.33
						CHECK	247786 TOTAL:	623.33
247787	07/21/2023	PRTD	104324	VALLEY PUBLISHING CO	06/14/2023		072123	236.25
				VALLEY PUBLISHING CO	07/12/2023		072123	223.56
						CHECK	247787 TOTAL:	459.81

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
247788	07/21/2023	PRTD	104334	VELOCITYEHS	07/10/2023		072123	4,723.40
						CHECK	247788 TOTAL:	4,723.40
247789	07/21/2023	PRTD	104454	WA ST DEPT OF AGRICULTURE	07/17/2023		072123	25.00
						CHECK	247789 TOTAL:	25.00
247790	07/21/2023	PRTD	104454	WA ST DEPT OF AGRICULTURE	07/17/2023		072123	25.00
						CHECK	247790 TOTAL:	25.00
247791	07/21/2023	PRTD	104455	WA ST DEPT OF HEALTH	07/13/2023		072123	185.00
				WA ST DEPT OF HEALTH	07/13/2023		072123	185.00
						CHECK	247791 TOTAL:	370.00
247792	07/21/2023	PRTD	104391	WALKER HEYE MEEHAN & EISINGER , PLL	06/29/2023		072123	840.00
						CHECK	247792 TOTAL:	840.00
247793	07/21/2023	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	07/03/2023		072123	33.00
				WASHINGTON STATE PATROL, BUDGET AND	07/03/2023		072123	34.25
						CHECK	247793 TOTAL:	67.25
247794	07/21/2023	PRTD	104505	WELL SPOKEN INTERPRETING, FEDERICO	10/07/2022		072123	856.25
						CHECK	247794 TOTAL:	856.25

NUMBER OF CHECKS 65 *** CASH ACCOUNT TOTAL *** 237,772.82

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	65	237,772.82

*** GRAND TOTAL *** 237,772.82

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 7 2348									
APP GF005000-21340					Vouchers Payable			54,693.08	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				237,772.82
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			81,461.23	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			5,572.64	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			12,192.45	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			3,642.28	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			383.54	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			11,757.06	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			59,023.75	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			58.64	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP CS850000-21340					Vouchers Payable			932.65	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			353.09	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			229.84	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP TI850000-21340					Vouchers Payable			200.00	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			7,272.57	
07/21/2023 072123		072123			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			237,772.82	237,772.82
APP 99900000-80010					Due To General Fund			54,693.08	
07/21/2023 072123		072123							
APP GF001000-11110					Cash Equity				54,693.08
07/21/2023 072123		072123							
APP 99900000-81150					Due To Juvenile Center			81,461.23	
07/21/2023 072123		072123							
APP JC810000-11110					Cash Equity				81,461.23
07/21/2023 072123		072123							
APP 99900000-85010					Due To Equipment Rental & Rev			5,572.64	
07/21/2023 072123		072123							
APP ER810000-11110					Cash Equity				5,572.64
07/21/2023 072123		072123							
APP 99900000-83050					Due To Capital Projects			12,192.45	

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
APP CP810000-11110	07/21/2023	072123	072123			Cash Equity				12,192.45
APP 99900000-81600	07/21/2023	072123	072123			Due To Behavioral Health			3,642.28	
APP BHF81000-11110	07/21/2023	072123	072123			Cash Equity				3,642.28
APP 99900000-81110	07/21/2023	072123	072123			Due To Election Reserve			383.54	
APP EL100000-11110	07/21/2023	072123	072123			Cash Equity				383.54
APP 99900000-81480	07/21/2023	072123	072123			Due To Public Safety Tax Fund			11,757.06	
APP PS810000-11110	07/21/2023	072123	072123			Cash Equity				11,757.06
APP 99900000-85020	07/21/2023	072123	072123			Due To Central Services			59,023.75	
APP IT810000-11110	07/21/2023	072123	072123			Cash Equity				59,023.75
APP 99900000-81350	07/21/2023	072123	072123			Due To Sustainable Development			58.64	
APP SD810000-11110	07/21/2023	072123	072123			Cash Equity				58.64
APP 99900000-81320	07/21/2023	072123	072123			Due To Central Services Replac			932.65	
APP CS810000-11110	07/21/2023	072123	072123			Cash Equity				932.65
APP 99900000-81490	07/21/2023	072123	072123			Due To Protective Insp Srvs Fd			353.09	
APP BU810000-11110	07/21/2023	072123	072123			Cash Equity				353.09
APP 99900000-81240	07/21/2023	072123	072123			Due To Fairgrounds Oper Budget			229.84	
APP FG810000-11110	07/21/2023	072123	072123			Cash Equity				229.84
APP 99900000-81090	07/21/2023	072123	072123			Due To Treasurers Inves Pool			200.00	
APP TI810000-11110	07/21/2023	072123	072123			Cash Equity				200.00
APP 99900000-85040	07/21/2023	072123	072123			Due To Insurance Management			7,272.57	
APP IM810000-11110	07/21/2023	072123	072123			Cash Equity				7,272.57
						SYSTEM GENERATED ENTRIES TOTAL			237,772.82	237,772.82
						JOURNAL 2023/07/2348 TOTAL			475,545.64	475,545.64

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	7	2348	07/21/2023			
GF001000-11110				Cash Equity			54,693.08
GF005000-21340				Vouchers Payable		54,693.08	
					FUND TOTAL	54,693.08	54,693.08
1090 Treasurers Investment Pool	2023	7	2348	07/21/2023			
TI810000-11110				Cash Equity			200.00
TI850000-21340				Vouchers Payable		200.00	
					FUND TOTAL	200.00	200.00
1110 Election Reserve	2023	7	2348	07/21/2023			
EL100000-11110				Cash Equity			383.54
EL500000-21340				Vouchers Payable		383.54	
					FUND TOTAL	383.54	383.54
1150 Juvenile Center	2023	7	2348	07/21/2023			
JC810000-11110				Cash Equity			81,461.23
JC850000-21340				Vouchers Payable		81,461.23	
					FUND TOTAL	81,461.23	81,461.23
1240 Event Center	2023	7	2348	07/21/2023			
FG810000-11110				Cash Equity			229.84
FG850000-21340				Vouchers Payable		229.84	
					FUND TOTAL	229.84	229.84
1320 Central Services Replacement	2023	7	2348	07/21/2023			
CS810000-11110				Cash Equity			932.65
CS850000-21340				Vouchers Payable		932.65	
					FUND TOTAL	932.65	932.65
1350 Sustainable Development	2023	7	2348	07/21/2023			
SD810000-11110				Cash Equity			58.64
SD850000-21340				Vouchers Payable		58.64	
					FUND TOTAL	58.64	58.64
1480 Public Safety Tax Fund	2023	7	2348	07/21/2023			
PS810000-11110				Cash Equity			11,757.06
PS850000-21340				Vouchers Payable		11,757.06	
					FUND TOTAL	11,757.06	11,757.06
1490 Protective Inspection Srvs Fnd	2023	7	2348	07/21/2023			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
BU810000-11110					Cash Equity			353.09
BU850000-21340					Vouchers Payable		353.09	
						FUND TOTAL	353.09	353.09
1600 Behavioral Health	2023	7	2348	07/21/2023				
BHF81000-11110					Cash Equity			3,642.28
BHF85000-21340					Vouchers Payable		3,642.28	
						FUND TOTAL	3,642.28	3,642.28
3050 Capital Projects	2023	7	2348	07/21/2023				
CP810000-11110					Cash Equity			12,192.45
CP850000-21340					Vouchers Payable		12,192.45	
						FUND TOTAL	12,192.45	12,192.45
5010 Equipment Rental & Revolving	2023	7	2348	07/21/2023				
ER810000-11110					Cash Equity			5,572.64
ER850000-21340					Vouchers Payable		5,572.64	
						FUND TOTAL	5,572.64	5,572.64
5020 Central Services	2023	7	2348	07/21/2023				
IT810000-11110					Cash Equity			59,023.75
IT850000-21340					Vouchers Payable		59,023.75	
						FUND TOTAL	59,023.75	59,023.75
5040 Insurance Management	2023	7	2348	07/21/2023				
IM810000-11110					Cash Equity			7,272.57
IM850000-21340					Vouchers Payable		7,272.57	
						FUND TOTAL	7,272.57	7,272.57
9999 Treasurers Pooled Cash	2023	7	2348	07/21/2023				
99900000-11120					AP Check Claims Clearing			237,772.82
99900000-80010					Due To General Fund		54,693.08	
99900000-81090					Due To Treasurers Inves Pool		200.00	
99900000-81110					Due To Election Reserve		383.54	
99900000-81150					Due To Juvenile Center		81,461.23	
99900000-81240					Due To Fairgrounds Oper Budget		229.84	
99900000-81320					Due To Central Services Replac		932.65	
99900000-81350					Due To Sustainable Development		58.64	
99900000-81480					Due To Public Safety Tax Fund		11,757.06	
99900000-81490					Due To Protective Insp Srvs Fd		353.09	
99900000-81600					Due To Behavioral Health		3,642.28	
99900000-83050					Due To Capital Projects		12,192.45	
99900000-85010					Due To Equipment Rental & Rev		5,572.64	

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
99900000-85020				Due To Central Services	59,023.75	
99900000-85040				Due To Insurance Management	7,272.57	
				FUND TOTAL	237,772.82	237,772.82

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		54,693.08
1090	Treasurers Investment Pool		200.00
1110	Election Reserve		383.54
1150	Juvenile Center		81,461.23
1240	Event Center		229.84
1320	Central Services Replacement		932.65
1350	Sustainable Development		58.64
1480	Public Safety Tax Fund		11,757.06
1490	Protective Inspection Srvs Fnd		353.09
1600	Behavioral Health		3,642.28
3050	Capital Projects		12,192.45
5010	Equipment Rental & Revolving		5,572.64
5020	Central Services		59,023.75
5040	Insurance Management		7,272.57
9999	Treasurers Pooled Cash	237,772.82	
	TOTAL	237,772.82	237,772.82

** END OF REPORT - Generated by Monika Nakic **

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
522	07/21/2023	EFT	101382	ARMIJO, ANA	07/01/2023		072123E	6,275.00
						CHECK	522 TOTAL:	6,275.00
523	07/21/2023	EFT	101581	BETANCOURT LAW, PLLC	07/01/2023		072123E	2,700.00
						CHECK	523 TOTAL:	2,700.00
524	07/21/2023	EFT	101872	COLUMBIA BASIN INTERPRETING, TRANSL	07/01/2023		072123E	4,425.00
						CHECK	524 TOTAL:	4,425.00
525	07/21/2023	EFT	105456	LANDON LAW PLLC	07/06/2023		072123E	400.00
				LANDON LAW PLLC	07/01/2023		072123E	2,700.00
						CHECK	525 TOTAL:	3,100.00

NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL *** 16,500.00

	COUNT	AMOUNT
TOTAL EFT'S	4	16,500.00

*** GRAND TOTAL *** 16,500.00

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 7 2351									
APP GF005000-21340					Vouchers Payable			16,100.00	
07/21/2023 072123E		072123			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				16,500.00
07/21/2023 072123E		072123			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			400.00	
07/21/2023 072123E		072123			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			16,500.00	16,500.00
APP 99900000-80010					Due To General Fund			16,100.00	
07/21/2023 072123E		072123							
APP GF001000-11110					Cash Equity				16,100.00
07/21/2023 072123E		072123							
APP 99900000-81150					Due To Juvenile Center			400.00	
07/21/2023 072123E		072123							
APP JC810000-11110					Cash Equity				400.00
07/21/2023 072123E		072123							
					SYSTEM GENERATED ENTRIES TOTAL			16,500.00	16,500.00
					JOURNAL 2023/07/2351 TOTAL			33,000.00	33,000.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	7	2351	07/21/2023			
GF001000-11110				Cash Equity			16,100.00
GF005000-21340				Vouchers Payable		16,100.00	
					FUND TOTAL	16,100.00	16,100.00
1150 Juvenile Center	2023	7	2351	07/21/2023			
JC810000-11110				Cash Equity			400.00
JC850000-21340				Vouchers Payable		400.00	
					FUND TOTAL	400.00	400.00
9999 Treasurers Pooled Cash	2023	7	2351	07/21/2023			
99900000-11121				AP Wire Clearing			16,500.00
99900000-80010				Due To General Fund		16,100.00	
99900000-81150				Due To Juvenile Center		400.00	
					FUND TOTAL	16,500.00	16,500.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010 General Fund			16,100.00
1150 Juvenile Center			400.00
9999 Treasurers Pooled Cash		16,500.00	
	TOTAL	16,500.00	16,500.00

** END OF REPORT - Generated by Monika Nakic **

CASH ACCOUNT: 99900000 11124 Federal Tax

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
1021	07/21/2023	WIRE	104460 WA ST DEPT OF REVENUE, #035000971	07/17/2023			62.66
						CHECK 1021 TOTAL:	62.66
				NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***	62.66

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	62.66

*** GRAND TOTAL *** 62.66

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 7 2349									
APP ER850000-21340					Vouchers Payable			62.66	
07/21/2023	CASH DISB	072123			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124					Federal Tax				62.66
07/21/2023	CASH DISB	072123			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER	TOTAL		62.66	62.66
APP 99900000-85010					Due To Equipment Rental & Rev			62.66	
07/21/2023	CASH DISB	072123							
APP ER810000-11110					Cash Equity				62.66
07/21/2023	CASH DISB	072123							
					SYSTEM GENERATED ENTRIES	TOTAL		62.66	62.66
					JOURNAL 2023/07/2349	TOTAL		125.32	125.32

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
5010 Equipment Rental & Revolving	2023	7	2349	07/21/2023		
ER810000-11110				Cash Equity		62.66
ER850000-21340				Vouchers Payable	62.66	
				FUND TOTAL	62.66	62.66
9999 Treasurers Pooled Cash	2023	7	2349	07/21/2023		
99900000-11124				Federal Tax		62.66
99900000-85010				Due To Equipment Rental & Rev	62.66	
				FUND TOTAL	62.66	62.66

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
5010 Equipment Rental & Revolving		62.66
9999 Treasurers Pooled Cash	62.66	
TOTAL	62.66	62.66

** END OF REPORT - Generated by Monika Nakic **

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1003	07/21/2023	WIRE	101046	B C MEALS	07/10/2023			215.95
						CHECK	1003 TOTAL:	215.95
1004	07/21/2023	WIRE	101046	B C MEALS	07/12/2023			244.95
						CHECK	1004 TOTAL:	244.95
1005	07/21/2023	WIRE	101046	B C MEALS	07/13/2023			388.95
						CHECK	1005 TOTAL:	388.95
1006	07/21/2023	WIRE	101046	B C MEALS	07/13/2023			388.95
						CHECK	1006 TOTAL:	388.95
1007	07/21/2023	WIRE	101046	B C MEALS	07/13/2023			388.95
						CHECK	1007 TOTAL:	388.95
1008	07/21/2023	WIRE	101046	B C MEALS	07/13/2023			388.95
						CHECK	1008 TOTAL:	388.95
1009	07/21/2023	WIRE	101046	B C MEALS	07/13/2023			388.95
						CHECK	1009 TOTAL:	388.95
1010	07/21/2023	WIRE	101046	B C MEALS	07/13/2023			388.95
						CHECK	1010 TOTAL:	388.95
1011	07/21/2023	WIRE	101046	B C MEALS	07/13/2023			388.95
						CHECK	1011 TOTAL:	388.95
1012	07/21/2023	WIRE	101046	B C MEALS	07/13/2023			222.95
						CHECK	1012 TOTAL:	222.95

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
1015	07/21/2023	WIRE	101529 B C WORKMANS COMP	07/13/2023			3,044.11
					CHECK	1015 TOTAL:	3,044.11
1019	07/21/2023	WIRE	101046 B C MEALS	07/12/2023			200.95
					CHECK	1019 TOTAL:	200.95
1020	07/21/2023	WIRE	101046 B C MEALS	07/13/2023			60.95
					CHECK	1020 TOTAL:	60.95

NUMBER OF CHECKS 13 *** CASH ACCOUNT TOTAL *** 6,712.51

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	13	6,712.51

*** GRAND TOTAL *** 6,712.51

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 7 2350					
APP GF005000-21340	Vouchers Payable			279.65	
07/21/2023 CASH DISB 072123	AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100	Main Checking				6,712.51
07/21/2023 CASH DISB 072123	AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340	Vouchers Payable			2,967.60	
07/21/2023 CASH DISB 072123	AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340	Vouchers Payable			159.25	
07/21/2023 CASH DISB 072123	AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340	Vouchers Payable			3,044.11	
07/21/2023 CASH DISB 072123	AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340	Vouchers Payable			200.95	
07/21/2023 CASH DISB 072123	AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340	Vouchers Payable			60.95	
07/21/2023 CASH DISB 072123	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			6,712.51	6,712.51
APP 99900000-80010	Due To General Fund			279.65	
07/21/2023 CASH DISB 072123					
APP GF001000-11110	Cash Equity				279.65
07/21/2023 CASH DISB 072123					
APP 99900000-81080	Due To Human Services			2,967.60	
07/21/2023 CASH DISB 072123					
APP HS810000-11110	Cash Equity				2,967.60
07/21/2023 CASH DISB 072123					
APP 99900000-81480	Due To Public Safety Tax Fund			159.25	
07/21/2023 CASH DISB 072123					
APP PS810000-11110	Cash Equity				159.25
07/21/2023 CASH DISB 072123					
APP 99900000-85030	Due To Workmens Compensation			3,044.11	
07/21/2023 CASH DISB 072123					
APP WC810000-11110	Cash Equity				3,044.11
07/21/2023 CASH DISB 072123					
APP 99900000-81600	Due To Behavioral Health			200.95	
07/21/2023 CASH DISB 072123					
APP BHF81000-11110	Cash Equity				200.95
07/21/2023 CASH DISB 072123					
APP 99900000-85040	Due To Insurance Management			60.95	
07/21/2023 CASH DISB 072123					
APP IM810000-11110	Cash Equity				60.95
07/21/2023 CASH DISB 072123					
	SYSTEM GENERATED ENTRIES TOTAL			6,712.51	6,712.51
	JOURNAL 2023/07/2350 TOTAL			13,425.02	13,425.02

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	7	2350	07/21/2023				
GF001000-11110					Cash Equity			279.65
GF005000-21340					Vouchers Payable		279.65	
						FUND TOTAL	279.65	279.65
1080 Human Services	2023	7	2350	07/21/2023				
HS810000-11110					Cash Equity			2,967.60
HS850000-21340					Vouchers Payable		2,967.60	
						FUND TOTAL	2,967.60	2,967.60
1480 Public Safety Tax Fund	2023	7	2350	07/21/2023				
PS810000-11110					Cash Equity			159.25
PS850000-21340					Vouchers Payable		159.25	
						FUND TOTAL	159.25	159.25
1600 Behavioral Health	2023	7	2350	07/21/2023				
BHF81000-11110					Cash Equity			200.95
BHF85000-21340					Vouchers Payable		200.95	
						FUND TOTAL	200.95	200.95
5030 Workmens Compensation	2023	7	2350	07/21/2023				
WC810000-11110					Cash Equity			3,044.11
WC850000-21340					Vouchers Payable		3,044.11	
						FUND TOTAL	3,044.11	3,044.11
5040 Insurance Management	2023	7	2350	07/21/2023				
IM810000-11110					Cash Equity			60.95
IM850000-21340					Vouchers Payable		60.95	
						FUND TOTAL	60.95	60.95
9999 Treasurers Pooled Cash	2023	7	2350	07/21/2023				
99900000-11100					Main Checking			6,712.51
99900000-80010					Due To General Fund		279.65	
99900000-81080					Due To Human Services		2,967.60	
99900000-81480					Due To Public Safety Tax Fund		159.25	
99900000-81600					Due To Behavioral Health		200.95	
99900000-85030					Due To Workmens Compensation		3,044.11	
99900000-85040					Due To Insurance Management		60.95	
						FUND TOTAL	6,712.51	6,712.51

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		279.65
1080 Human Services		2,967.60
1480 Public Safety Tax Fund		159.25
1600 Behavioral Health		200.95
5030 Workmens Compensation		3,044.11
5040 Insurance Management		60.95
9999 Treasurers Pooled Cash	6,712.51	
TOTAL	6,712.51	6,712.51

** END OF REPORT - Generated by Monika Nakic **

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections Dept Nbr: 120

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: 120 TRANSFER TO: 120

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5236200	51408	Custody Officer	$34,500	5236200	51925	Overtime	$349,500
5236200	51435	Custody Officer	$44,300				
5236200	51515	Custody Officer	$45,400				
5236200	51818	Custody Officer	$44,700				
5236200	51849	Custody Officer	$45,700				
5236200	51854	Custody Officer	$45,200				
5236200	51874	Custody Officer	$45,800				
5236200	51892	Custody Officer	$43,900				
TOTAL			$349,500	TOTAL			$349,500

Explanation:

Moving funds from vacant positions within department 120 to cover overtime expenses due to staffing shortages in 2023.

Prepared by: Cindi Kane Date: 19-Jul-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 1, 2023
Subject:	Execute Emergency Housing Fund Grant 24-4619D-101 between Washington State Department of Commerce and Benton County Department of Human Services
Presenter:	
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

Washington State Department of Commerce would like to contract with Benton County Department of Human Services (BCDHS) for the Emergency Housing Fund Grant (EHF) to provide housing assistance to Benton and Franklin Counties. Commerce uses DocuSign with all their contracts. Human Services Manager would be authorized to digitally sign on behalf of Benton County.

Fiscal Impact

Amount: $2,772,649.00

Fund: Funding for the services described in this contract is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 1080 Human Services Budget; for a grant amount of $2,772,649.00.

Recommendation

- Sign the contract to accept the Emergency Housing Fund Grant from Washington State Department of Commerce and authorize the Human Services Manager to DocuSign the contract.

Suggested Motion

Consent Agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING CONTRACT NUMBER: 24-4619D-101 EMERGENCY HOUSING FUND GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION, HOUSING ASSISTANCE UNIT, AND BENTON COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, Washington State Department of Commerce would like to contract with Benton County Department of Human Services (BCDHS) for the Emergency Housing Fund Grant (EHF); and

WHEREAS, the Emergency Housing Fund Grant (EHF) provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and sub grantees must prioritize unsheltered homeless households for assistance and services; and

WHEREAS the grant is for services in both Benton and Franklin Counties. Benton County provides services under this grant to Franklin County through an interlocal agreement; and

WHEREAS, the contract must be submitted digitally and requires an established account and digital signature; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of County Commissioners approves the contract between Benton County and the Washington State Department of Commerce for the Emergency Housing Fund Grant in the amount of $2,772,649.00; and

BE IT FURTHER RESOLVED, that the Benton County Department of Human Services Manager be, and hereby is, authorized to digitally sign, on behalf of Benton County, the Emergency Housing Fund Grant, between Washington State Department of Commerce and Benton and Franklin Counties; 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 Consolidated Homeless Grant; 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

Originals: Benton Commissioners, Human Services

D. Horton

DocuSign Envelope ID: 27F97290-1B8E-45C0-8808-96577B38B2EE

Washington State Department of Commerce

Federal Interagency Agreement with

Benton County Department of Human Services

through

The Homelessness Assistance Unit

Contract Number:
24-4619D-101

For

Emergency Housing Fund

Dated: Saturday, July 1, 2023

Washington State Department of Commerce

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Washington State Department of Commerce

Face Sheet

Contract Number: 24-4619D-101

Housing Division
Homelessness Assistance Unit
Emergency Housing Fund

☒Subrecipient
☐Contractor

1. Grantee	2. Grantee Doing Business As (as applicable)
Benton County Department of Human Services 7102 W Okanogan Place, Ste 201 Kennewick, WA 99336	
3. Grantee Representative Deena Horton Program Specialist 509-737-3953 deena.horton@co.benton.wa.us	**4. COMMERCE Representative** Augustine Sughrua Grant Coordinator (206) 256-6127 Augustine.sughrua@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525

5. Contract Amount	6. Funding Source	7. Start Date	8. End Date
$2,772,649.00	Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7/1/2023	6/30/2024

9. Federal Funds (as applicable)	Federal Agency:	ALN	Indirect Rate
$2,772,649.00	U.S. Department of Treasury	21.027	10%

10. Tax ID #	11. SWV #	12. UBI #	13. UEI #
91-6001296	000322-01	35000971	G1PDD2EWFGD8

14. Contract Purpose
The Emergency Housing Fund grant will be used to maintain current levels of homeless subsidies and emergency housing services.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.

FOR CONTRACTOR	FOR COMMERCE
Kyle Sullivan Kyle Sullivan, DHS Manager	DS KK Corina Grigoras, Assistant Director, Housing Division
Signature	Date
Date Ryan K Hansen, DPA Approved as to form only	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE

Washington State Department of Commerce

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 05/14/2021
Federal Award Identification Number (FAIN): SLFRF0002
Total amount of the federal award: $55,500,000
Awarding official: U.S. Department of Treasury

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Coronavirus State Fiscal Recovery Fund thru the Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the Grant amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work (Attachment A).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of 10% of modified total

direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.
The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

8. AUDIT

If the Grantee is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the Federal Audit Clearinghouse.

9. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. DEBARMENT

A. Grantee, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- **i.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- **ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- **iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- **iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded,** as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

Washington State Department of Commerce

11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its Web site at www.trafficsafety.org.

13. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUNE 2020)

(a) *Definitions*. As used in this clause- *"Driving"*–

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

Washington State Department of Commerce

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

G. "State" shall mean the state of Washington.

H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

I. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,

and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Washington State Department of Commerce

Attachment A: Scope of Work

Allowable Activities and Expenses

Grantee will utilize the Emergency Housing Fund grant to maintain current levels of homeless subsidies and emergency housing services.

Allowable activities and expenses follow the Consolidated Homeless Grant (CHG)/System Demonstration Grant (SDG) guidelines. Allowable activities are restricted to "emergency housing" activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

Household eligibility requirements also follow the CHG/SDG guidelines.

Invoicing

Grantees must provide adequate back up documentation to support costs on each reimbursement request, to include:

1. General ledger from financial accounting system with transaction and expenditure dates on allowable activities within period of performance, and Dept. of Commerce voucher detail form.

2. If lead grantee has sub recipients, also submit their general ledgers with transaction and expenditure dates on allowable activities within period of performance.

3. For rental assistance and flexible fund payments, backup documentation should include a client name to tie the transaction to the payee or recipient.

In addition, at the time of contracting, grantee must submit a copy of letter of approved indirect rate ***or*** cost allocation plan for all federally funded programs, if billing for the recovery of indirect costs.

Washington State Department of Commerce

Attachment B: Budget

July 1, 2023 – June 30, 2024

Budget Category	
Admin	$110,906.00
Operations	$415,900.00
Facility Support	$0.00
Rent	$2,245,843.00
Total	$2,772,649.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 1, 2023
Subject:	Approving a 12-Month Justice AV Solutions (JAVS) Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement from Justice AV Solutions, Inc. for Superior Court, District Court, and Juvenile Court Courtroom Recording Systems
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, PA Civil Division

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

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

Summary / Background Information

On November 1, 2022, per Resolution 2022-785, the Board approved Justice AV Solutions, Inc. one-year JAVS Digital Recording System Maintenance and Support Plan renewal that is set to expire July 31, 2023. Justice AV Solutions, Inc. has issued a new recording system maintenance and support plan to support Superior Court, District Court, and Juvenile Justice courtroom recording technology. Information Technology is recommending renewing JAVS maintenance and support to make sure that courtroom recording technology has access to professional support experts in addition to system firmware and operating system upgrades.

Fiscal Impact

Amount: **$11,811 excluding WSST.**

Fund: **Information Technology approved 2023-2024 funds**

Recommendation

Information Technology recommends that the Board approve the 12-month maintenance and support renewal of JAVS Digital Recording System for Superior Court, District Court, and Juvenile Justice courtrooms.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A 12-MONTH JUSTICE AV SOLUTIONS (JAVS) CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT FROM JUSTICE AV SOLUTIONS, INC. FOR SUPERIOR COURT, DISTRICT COURT, AND JUVENILE COURT COURTROOM RECORDING SYSTEMS

WHEREAS, on November 1, 2022, per Resolution 2022-785, the Board of County Commissioners approved a one-year JAVS Digital Recording System Maintenance and Support Plan renewal from Justice AV Solutions, Inc.; and

WHEREAS, Justice AV Solutions, Inc. (JAVS) maintenance and support are critical in preserving court records for Superior Court, District Court, and Juvenile Justice Courts; and

WHEREAS, maintenance and support provides access to JAVS, Inc. experts to provide preventative maintenance, on-site support and hardware warranty to maximize reliability of JAVS Digital Recording System; and

WHEREAS, Information Technology recommends approving JAVS support and maintenance to make sure that courtroom recording equipment has access to the latest firmware and operating systems updates; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology and approves a 12-month JAVS Digital Recording System Maintenance and Support Plan renewal from Justice AV Solutions, Inc. in an amount not to exceed $11,811 excluding WSST; and

BE IT FURTHER RESOLVED, JAVS Digital Recording System support will begin August 1, 2023 and will expire July 31, 2024; and

BE IT FURTHER RESOLVED, the Chairman of the Board is hereby authorized to sign the attached quote.

Dated this 1 day of August , 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

Prepared by R. Heard

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Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and **Benton County Courts** "Customer" located in **Kennewick, WA** for the period of **August 1, 2023,** extending through **July 31, 2024.**

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;"

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

A. DEFINITIONS

- *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- *Support*-Remote phone and online troubleshooting and diagnostics.
- *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides online PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

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of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer's location.

2. Response Times. In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to the Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by the Customer and JAVS. For clarification, the priority levels are described in Attachment B.

3. Extended Warranty. **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation**.
JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

   Non-warranted equipment:

   JAVS provided and installed equipment older than 5 years old, based on the date of installation.

   JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of a new recorder at client expense.
   For replacement items purchased from JAVS, JAVS will provide labor at no charge.

   Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit has optional coverage directly through Polycom and is separate from this agreement.
   After the expiration of the initial warranty, separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@javs.com to request a quote.

4. On-site Warranty Support. JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed in Attachment A.

5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes

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updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a customer-appointed representative to occur during regular business hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors, and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. *
2. Normal wear and tear items such as backup UPS batteries and projector lamps. *
3. Consumable items such as batteries, CDs, DVDs, printer paper, and print cartridges. *
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. *
5. Upgrades of Systems that would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. *
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. *
8. Customer-provided or non-JAVS certified equipment, hardware, and software. *
9. Moving of equipment. *
10. Customer requested on-site advanced training. *
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) *
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. *
14. Shipping delays for repair, loaner, or replacement parts and equipment.

*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

FEES/PAYMENTS for exclusions

A fee of $150.00 per hour (1-hour minimum) plus *Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

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D. TERMS

1. Effective Date. The Agreement begins **August 1, 2023,** and will continue for a period of **1 year** thereafter.
2. Fees; Payments. In consideration of JAVS provision of the Services, the Customer pays a fixed fee of **$11,811.00 "**Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

BREAKDOWN OF MAINTENANCE FEE
Contract Period: August 1, 2023 - July 31, 2024
MAC-00513

	Courtroom Number/Location	SID #	System Description	Maintenance Fee
1	Main Courtroom	SID-89530	JAVS TX Recording System	$ 1,586.00
2	Benton County Superior 1	SID-89760	Recorder 8, BookShelf, AutoLog8, Server 8 & Bookshelf 8 ***Prorated***	$ 2,497.00
3	Benton County Superior 2	SID-89761	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 547.00
4	Benton County Superior 4	SID-89763	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 547.00
5	Benton County Superior 5	SID-89764	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 547.00
6	Benton County Superior 6	SID-89765	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 547.00
7	Benton County District 1	SID-89766	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 547.00
8	Benton County District 2	SID-89767	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 547.00
9	Benton County District 3	SID-89768	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 547.00
10	Benton County District 4	SID-89769	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 547.00
11	Benton County District 5	SID-89770	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 491.00
12	Benton County District 6	SID-89771	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 491.00
13	Benton County Superior 3	SID-89762	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 547.00
14	Benton Co Sheriff's Office	SID-89638	iRecord Digital Video/Audio Recording System	$ 1,823.00
			Total	**$ 11,811.00**

Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

3. Billing of Excluded Services. A fee of $150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.

4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that the agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to the Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

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WHETHER BY CHOICE OR NEGLECT JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

G. DISPUTE RESOLUTION

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at http://www.arb-forum.com/, or via telephone at 800-474-2371).

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ACCEPTED BY CUSTOMER

Benton County Courts

Signature	
Name	Will McKay
Title	Chairman of the Board
Date	August 1, 2023
Phone #	509-786-5600
Email	will.mckay@co.benton.wa.us

ACCEPTED BY JAVS

Justice AV Solutions

Signature	
Name	Megan Molnar
Title	Contract Administrator
Date	March 21, 2023
Phone #	502.489.5118
Email	Megan.molnar@javs.com

ACCEPTED BY CUSTOMER

Additional Court Representative (if required by court)

Benton County Prosecuting Attorney, Civil Division

Signature	DocuSigned by: LeeAnn Holt DBA9308B67BB475...
Name	LeeAnn Holt
Title	Deputy Prosecuting Attorney
Date	7/20/2023

Customer contact for scheduling of maintenance/repair

Name	Robert Heard
Title	IT Manager
Phone	509-786-5603
Email	robert.heard@co.benton.wa.us

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CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Benton-Franklin Counties Juvenile Justice Center
Benton County Courts
Kennewick and Prosser, WA

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
				JAVS CENTRO TX RECORDING SYSTEM				
8889727	SID-89530	1	JAV-CENTRO-TX	JAVS Centro TX Ethernet Controlled Audio/Video Processor - Base Unit with Centro TX software	7/31/2020	Yes	Yes	7/31/2025
				DIGITAL RECORDER & SOFTWARE				
8889727	SID-89530	1	JAV-REC8-AO-M	JAVS Recorder 8 with multichannel audio capture card via MARC (no video capture)	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-SRMK	Single Rack Mount Kit	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-SW-AL7S	AutoLog 7 Session Logging and Control Software	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-SW-V15P	Viewer 2015 Pro	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-SW-P7S	Publisher 7 Session Publishing Software	4/16/2021	Yes	Yes	4/16/2026
				MICROPHONES				
8889727	SID-89530	6	JAV-PLX-CB	FlexMic Plexiglass - C Bend	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	6	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	6	JAV-27153	C2G 10ft Cat6 550 MHz Snagless (UTP) Patch Cable - Black	7/31/2020	Yes	Yes	7/31/2025
				PA SYSTEM				
8889727	SID-89530	1	JAV-AFS2	Dual Channel Advanced Feedback Suppression Processor	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-CSA-240Z	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-GS108	8-Port 10/100/1000 Fast Ethernet Gigabit Switch	7/31/2020	Yes	Yes	7/31/2025
				EQUIPMENT RACK & WIRING				
8889727	SID-89530	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-DTRK-1418	14 RU Desktop Cabinet 18" Deep (No Doors)	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-5-RS18	DTRK Series EQ Rack Slides 18" Depth Rack	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-DT-VFD-14	Vented Front Door for 14 RU DTRK Cabinet	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-EB1	1 Space Econo Blank (Black)	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-EB2	2 Space Econo-Blank (Black)	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-LL-DTRK	Leverlock Kit Bracket Cable Management System for DTRK Series Racks	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-LL-VC21	Leverlock Channels for Cable Management for DTRK Series Racks	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-UTR1-MP	Half Depth, single Rack space shelf	7/31/2020	Yes	Yes	7/31/2025

Sheriff's Office

8889727	SID-89638	1	JAV-IR-Universe (1)	iRecord Universe Software includes: Redaction, Multi-Department security, Chain of Evidence Audit Report, Export to DVD+USB, Remote Control On/Off, Universe Desktop, Local Evidence Vault, 10x iRecord Thick Client Licenses, Remote Live Viewing, File import, Picture-in-picture HP Z240 i7, SSD OS Drive+4TB Storage, 8GB, keyboard and mouse Max two cameras per room *Does not include monitor	4/20/2021	Yes	Yes	4/20/2026

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CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Benton-Franklin Counties Juvenile Justice Center
Benton County Courts
Kennewick and Prosser, WA

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
8889727	SID-89638	1	JAV-AXI-AXHD2TB7235A36D	Backup Interview Capture Hard Drive (Kit includes workstation upgrade to SSD OS drive and two 2TB HDDs)	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-SM-WBC1	Optical Breakout Card - Dry Contact.One breakout box supports four switches	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-ADAM6060-D	Relay Output with Digital Input Ethernet Module. One relay supports four switches	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	2	JAV-CN-PZM11LLWR	Covert Light Switch Microphone (Weather Resistant)	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	2	JAV-AX-P33674-V	IP Camera	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-S150	USB Stereo Computer Speakers	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-LED-22-TV	21.5" LED Full HD Monitor - Composite, VGA, & HDMI Inputs	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-BE550G	APC Back-UPS BE600M1, 600VA, 120V,1 USB charging port	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-PE108	8-port Gigabit Ethernet Switch with 4 POE ports	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-SM-SGSPL1-SS	Single Gang Toggle Switch Plate w/LED - stainless steel	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County Superior 1								
8889727	SID-89760	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-B8SVR	BookShelf 8 Software Only	#########	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-SVR8	Server 8 Software Only	#########	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-REC8-MX1	Recorder Deck Unit	2/28/2023	Yes	Yes	2/28/2028
8889727	SID-89760	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	2/28/2023	Yes	Yes	2/28/2028
8889727	SID-89760	1	JAV-CDRC-100	P306 Portable Case	2/28/2023	Yes	Yes	2/28/2028
8889727	SID-89760	1	JAV-AP-S15HR	15A Half Width Rack Power Conditioner (6 Outlets - 12' Cord)	2/28/2023	Yes	Yes	2/28/2028
8889727	SID-89760	1	JAV-ARHD03	Half Rack Mountable 3U Drawer - Lockable	2/28/2023	Yes	Yes	2/28/2028
8889727	SID-89760	1	JAV-HR-UMS1-11.5	1 RU UMS Half Rack Shelf, 11.5 Inches Deep by 10 Inches Wide	2/28/2023	Yes	Yes	2/28/2028
8889727	SID-89760	4	JAV-27155	25ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	2/28/2023	Yes	Yes	2/28/2028
8889727	SID-89760	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County Superior 2								
8889727	SID-89761	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89761	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89761	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89761	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89761	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89761	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County Superior 3								

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CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Benton-Franklin Counties Juvenile Justice Center
Benton County Courts
Kennewick and Prosser, WA

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
8889727	SID-89762	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89762	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89762	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89762	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89762	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89762	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County Superior 4								
8889727	SID-89763	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89763	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89763	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89763	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89763	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89763	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County Superior 5								
8889727	SID-89764	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89764	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89764	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89764	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89764	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89764	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County Superior 6								
8889727	SID-89765	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89765	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89765	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89765	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89765	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89765	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County District 1								
8889727	SID-89766	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89766	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89766	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89766	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89766	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89766	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County District 2								

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CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Benton-Franklin Counties Juvenile Justice Center
Benton County Courts
Kennewick and Prosser, WA

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
8889727	SID-89767	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89767	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89767	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89767	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89767	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89767	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County District 3								
8889727	SID-89768	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89768	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89768	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89768	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89768	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89768	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County District 4								
8889727	SID-89769	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89769	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89769	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89769	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	#########	Yes	Yes	10/15/2026
8889727	SID-89769	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89769	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County District 5								
8889727	SID-89770	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89770	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89770	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89770	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89770	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028
WA Benton County District 6								
8889727	SID-89771	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	#########	Yes	Yes	10/15/2026
8889727	SID-89771	1	JAV-SRMK	Single Rack Mount Kit	#########	Yes	Yes	10/15/2026
8889727	SID-89771	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	#########	Yes	Yes	10/15/2026
8889727	SID-89771	1	JAV-SW-V15P	Viewer 2015 Pro	#########	Yes	Yes	10/15/2026
8889727	SID-89771	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	3/16/2023	Yes	Yes	3/15/2028

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ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness, or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views, and user settings;	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visits

*****An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

******An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives at the Customer's agreed-upon appointment for the initial on-site repair.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 1, 2023
Subject:	Approving a 24-Month Desk Officer Reporting System Services from Lexis Nexis Coplogic Solutions Inc. for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement, Sheriff's Office

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 Board approved the Sheriff's Office request to purchase an interface between Tyler Technologies New World – Enterprise Public Safety, Law Enforcement Records Management System Citizen Reporting Interface, and Lexis Nexis during the 2023-2024 Public Safety Sales Tax, Internal Department Requests. On May 23, 2023, per Resolution 2023-398, the Board approved the Tyler Technologies New World interface services work to create the Law Enforcement Records Management System Citizen Reporting Interface with Lexis Nexis. In addition to Tyler Technologies interface services, the Sheriff's Office also needs to purchase Lexis Nexis Desk Officer Reporting System services. 24-month Lexis Nexis service costs were included in the Sheriff's 2023-2024 Public Safety Sales Tax, Internal Department Requests.

Fiscal Impact

Amount: **$18,000 excluding WSST.**

Fund: **Public Safety Sales Tax Fund. Total approved $54,000.**

Recommendation

Recommend the Board of Benton County Commissioners approve the 24-month Desk Officer Reporting System services from Lexis Nexis for the Benton County Sheriff's Department in an amount not to exceed $18,000 excluding Washington State Sales Tax.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A 24-MONTH DESK OFFICER REPORTING SYSTEM SERVICES FROM LEXIS NEXIS COPLOGIC SOLUTIONS INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, on May 23, 2023, per Resolution 2023-398, the Sheriff's Office was approved to purchase Tyler Technologies New World interface services work to create the Law Enforcement Records Management System Citizen Reporting Interface with Lexis Nexis; and

WHEREAS, Resolution 2023-398 only approved the purchase of Tyler's integration work not Lexis Nexis online services; and

WHEREAS, Lexis Nexis has provided the County with a Desk Officer Reporting System services quote, Exhibit A that includes Operation/Procedural Directive templates, web-based training, unlimited users, incident types, and report intake, unlimited customer support, and unlimited maintenance; and

WHEREAS, the Board of County Commissioners reviewed the Sheriff's Office New World and Lexis Nexis request during the 2023-2024 Public Safety Sales Tax RFP Requests, Internal Department Requests allocating $54,000 to purchase Tyler Technologies and Lexis Nexis services; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the 24-month Desk Officer Reporting System services from Lexis Nexis Coplogic Solutions Inc. for the Sheriff's Office in the amount not to exceed $18,000 excluding Washington State Sales Tax using Board approved Public Safety Sales Tax funds; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign Exhibit A, Lexis Nexis quote.

Dated this 1 day of August , 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, Sheriff

Prepared by: R. Heard

Exhibit A

June 29, 2023

Quote

LexisNexis® Coplogic Solutions Inc

1000 Alderman Drive
Alpharetta, GA 30005

Quote: 477269.1.Benton CO WA SO - HQ

Quote: 477269.1.Benton CO WA SO - HQ

Term	Description	Price	Amount
Monthly (2 Years)	**LexisNexis® Desk Officer Reporting System** • Dedicated project manager and implementation assistance • Operational/Procedural Directive templates • A web-based training session with a live trainer • Unlimited users, incident types, and report intake • Unlimited customer support (phone and e-mail) • Unlimited maintenance including every update and upgrade released • Hosting in the LexisNexis® Secure Hosting Environment	$750.00	$18,000.00
		Quote Subtotal	$18,000.00
		Sales Tax	As Applicable

Contact your account manager if you have questions about this quote and to learn how LexisNexis® can help off-set the cost of the LexisNexis® Desk Officer Reporting System:

Jeremy Bringle
jeremy.bringle@lexisnexisrisk.com

Signature to Acknowledge Receipt of Quote: _____ Date: August 1, 2023

Printed Name of Recipient Will McKay

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Pricing is guaranteed for 90 days from date this quote was issued

THANK YOU FOR YOUR BUSINESS!

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/18/23 BC 08/01/23
Subject:	Sign County Program Agreement with DCYF/JRA Agreement No. 2363-49724 for ACT Quality Assurance
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

The Department of Children, Youth and Families, Juvenile Rehabilitation Administration (DCYF/JRA), has asked to contract with the Benton-Franklin Counties Juvenile Justice Center to provide Alternative Choice Training (ACT) Quality Assurance. The term of this agreement is July 1, 2023, to June 30, 2025.

The State will pay according to the conditions set forth in Exhibit B, Statement of Work of the Program Agreement.

Fiscal Impact

This project is grant funded. The maximum amount payable to the Counties is not to exceed $48,057.00.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement No. 2363-49724.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF CHILDREN, YOUTH & FAMILIES (DCYF), JUVENILE REHABILITATION ADMINISTRATION

WHEREAS, Benton and Franklin Counties has a Program Agreement with Washington State Department of Children, Youth, and Families for ACT Quality Assurance; and

WHEREAS, David Wheeler, Administrator of the Benton-Franklin Counties Juvenile Justice Center, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement No. 2363-49724 between Washington State Department Of Children, Youth and Families, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2023 and terminating on June 30, 2025; and

WHEREAS, the new agreement was not received by the Washington State Department of Children, Youth and Families until June 27, 2023 and is backdated to July 1, 2023 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2023; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approve Program Agreement No. 2363-49724 in an amount not to exceed $48,057.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Program Agreement No. 2363-49724; and

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

DATED this _____ day of _____ 2023

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2023

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners, Electronic (2): 1-DCYF ACT No. 2363-49724, 1-Juvenile R. Garcia

DocuSign Envelope ID: 415CF998-1BB0-47FF-BF56-DABC82F89137

COUNTY PROGRAM AGREEMENT
ACT Quality Assurance

DCYF Agreement Number
2363-49724

This Program Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DCYF ADMINISTRATION	DCYF DIVISION	DCYF INDEX NUMBER	DCYF CONTRACT CODE
Department of Children, Youth, and Families	Children, Youth and Families	1122	2000CC-63

DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS
Karena McGovern Contract Specialist	1115 Washington St SE Olympia, WA 98504

DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL
(360)870-5727	Click here to enter text.	karena.mcgovern@dcyf.wa.gov

COUNTY NAME	COUNTY ADDRESS
Benton County	5605 W Canal Place Suite 106 Kennewick, WA 99336
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Dave Wheeler

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 737-2745	( ) -	david.wheeler@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2023	06/30/2025	$48,057.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

☒ **Exhibits (specify): Exhibit A-Data Security Requirements; Exhibit B-Statement of Work**

☐ **No Exhibits.**

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
	Dave Wheeler	

DCYF SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

   a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.

   b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

   c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.

   d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).

   e. DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.

   f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.

   g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.

   h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.

   i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

   j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

   k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.

   l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

   m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.

   n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall

perform pursuant to any Program Agreement.

o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.

p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.

4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.

7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.

8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

General Terms and Conditions

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.

10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.

11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.

13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement,

the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

15. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

a. Document performance of all acts required by law, regulation, or this Agreement;

b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

16. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

17. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. Applicable federal and state of Washington statutes and regulations;

b. This Agreement;

c. The Program Agreement(s).

18. **Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.

19. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

General Terms and Conditions

20. Subcontracting. The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.

21. Subrecipients.

a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

b. Single Audit Act Compliance. If the County is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:

(1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

22. **Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

23. **Termination Due to Change in Funding, Agreement Renegotiation or Suspension.**

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.

b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.

(3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.

c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

24. **Termination for Convenience.** The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

General Terms and Conditions

25. Termination for Default.

a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:

(1) Failed to meet or maintain any requirement for contracting with DCYF;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.

c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:

(1) Failed to meet or maintain any requirement for contracting with the County;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

26. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property

within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.

d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

27. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

28. **Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.

29. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

Special Terms and Conditions

1. **Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "DCYF" means the Department of Children, Youth, and Families.

   b. "ACT" means Alternative Choice Training.

   c. "Juvenile Rehabilitation" or "JR" means the Division under the Department of Children, Youth, and Families.

2. **Purpose.**

   The purpose of this Contract is to provide for staff time to develop, train, and provide consultation to ACT trainers providing the service.

3. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A.

4. **Statement of Work – Exhibit B**. The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B.

5. **Billing and Payment**

   a. The contracted activities shall be paid up to the amount specified for the deliverables identified in the Statement of Work and payment shall be made upon receipt of the deliverable. JR shall not make payment for any deliverable not completed in accordance to the specifications identified in this Contract.

   b. Invoice shall be sent to the DCYF Program Contact listed in the Statement of Work.

   c. DCYF will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.

   d. DCYF shall pay the Contractor upon acceptance by DCYF of a properly completed A-19 Invoice Voucher. The invoice shall include any required documentation of the services delivered as specified in the Statement of Work. Payment shall be sent to the Contractor's address on page one of this Contract.

   e. Payment shall be considered timely if made by DCYF within 30 days after receipt of the properly completed invoice.

   f. The Contractor accepts the DCYF payment as the sole and complete payment for the services provided under this Contract.

   g. DCYF shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or are not provided in accordance with Exhibit B: Statement of Work. If DCYF pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.

   h. If this Contract is terminated for any reason, DCYF shall pay for only those services authorized and provided through the date of termination.

Special Terms and Conditions

6. Services Authorized as Needed

DCYF shall request services from the Contractor on an as-needed basis. This Contract does not obligate DCYF to authorize services from the Contractor.

7. Payment Only for Authorized Services

DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DCYF shall pay only for services authorized and provided through the date of termination.

8. Funding Stipulations

a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DCYF that may be needed to determine DCYF or the client's eligibility for federal funding.

b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.

c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DCYF.

d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

9. Recovery of Fees for Noncompliance

In the event the Contractor bills for services provided and is paid fees for services that DCYF later finds were either (a) not delivered or (b) not delivered in accordance with applicable standards or the requirements of this Contract, DCYF shall have the right to recover the fees for those services from the Contractor, and the Contractor shall fully cooperate during the recovery process.

10. Prohibition of Use of Funds for Lobbying Activities

The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DCYF, and shall subject Contractor to such monetary and other penalties as may be provided by law.

11. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community.

Special Terms and Conditions

12. Compliance Agreement

In the event that DCYF identifies deficiencies in Contractor's performance under this Contract, DCYF may, at its option, establish a Compliance Agreement. When presented with a Compliance Agreement, Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies. Contractor's failure to do so shall be grounds for termination of this Contract.

13. Compliance with JR Policies and Standards.

a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.

b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

14. Administrative Records

The Contractor shall retain the following administrative records:

a. Fiscal records that shall substantiate costs charged to DCYF under this Contract;

b. Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and actions taken. Documentation of all costs associated with service provided under this Contract;

c. Recruitment policy which demonstrates that Contractor is an equal opportunity employer; and

d. Copy of the Contractor's Certificate of Insurance and for each subcontractor.

15. Background Checks

a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.

b. In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this Contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.

c. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

(1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);

(2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or

(3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

d. Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

16. Sexual Misconduct

a. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

b. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

c. In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:

(1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or

(2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender

d. If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

17. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

18. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

19. Insurance

a. DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.

b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ ☐ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DCYF, provide certificates of insurance to that effect to the DCYF contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DCYF, its elected and appointed officials, agents, and employees shall be named as additional insureds.

20. Resolution of Differences

In the event of any differences between the parties on matters related to the interpretation and implementation of this Contract, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in the Section **Disputes** below.

A copy of the regional conflict resolution process is available from the DCYF Contact person listed on page 1 of this Contract.

21. Disputes

a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DCYF policy is not disputable. A party's written request for dispute resolution must include:

(1) A statement identifying the issue(s) in dispute; and

(2) Contractor's name, address and contract number.

b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.

c. A copy of the current DCYF's dispute resolution process is available at any time by written request.

d. Requests for dispute resolution or for a copy of the current DCYF's dispute resolution process should be sent to:

Department of Children, Youth & Families
Attention Contracts Unit
P.O. Box 40983
Olympia, WA 98504-0983

e. This dispute resolution process is the sole administrative remedy available under this Contract.

EXHIBIT A

DATA SECURITY REQUIREMENTS

ORGANIZATION OF DATA SECURITY REQUIREMENTS

1. Definitions
2. Authority
3. Scope of Protection
4. Data Classification
5. Compliance with Laws, Rules, Regulations, and Policy
6. Administrative Controls
7. Authorization, Authentication, and Access
8. Protection of Data
9. Method of Transfer
10. System Protection
11. Data Segregation
12. Confidentiality Protection
13. Data Disposition
14. Data shared with Subcontractors
15. Notification of Compromise or Potential Compromise
16. Breach of Data

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b. "Authorized Users(s)" means an individual or individuals with a business need to access DCYF Confidential Information, and who has been authorized to do so.

   c. "Cloud storage" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

   d. "Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data. "Confidential Information" also includes, but is not limited to, Category 3 and Category 4 Data as described in section 4 of this Exhibit (Exhibit A: Data Security Requirements), Personal Information, Materials, and Data. The definition of "Confidential Information" shall also include the definition described in section 1 (Definitions) of the General Terms and Conditions of this Contract.

   e. "Data" means DCYF's records, files, forms, information and other documents in electronic or hard copy medium. "Data" includes, but is not limited to, Confidential Information.

f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

g. "FedRAMP" means the Federal Risk and Authorization Management Program (see https://www.fedramp.gov/), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

k. "Personal Information" shall have the same meaning as described in RCW 42.56.590(10) and includes, but is not limited to, information protected under chapter 13.50 RCW, Health Care Information as that phrase is defined in RCW 70.02.010, personally identifiable information, and other information that relates to a person's name and the use or receipt of governmental services or other activities.

l. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

m. "Portable Media" means any machine-readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

n. "Physically Secure" or "Physical Security" means that access is restricted through physical means to authorized individuals only.

o. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to

prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

p. "Staff" means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.

q. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DCYF Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

r. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. Authority.

The security requirements described in this contract reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DCYF Information Security Policy and Standards Manual.

3. Scope of Protection

The requirements described in this Contract apply to Confidential Information and Data related to the subject matter of this Contract that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors.

4. Data Classification

a. The Washington State Office of the Chief Information Officer (OCIO) has established policies that classify data into categories based on the data's sensitivity. The categories described in Section 4 of OCIO policy No. 141.10 are adopted and incorporated by reference in this Agreement. Pursuant to Section 4 of OCIO policy No. 141.10 the categories are as follows:

(1) Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

(2) Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

(3) Category 3 – Confidential Information

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

(a) Personal information as defined in RCW 42.56.590 and RCW 19.255.10;

(b) Information about public employees as defined in RCW 42.56.250;

(c) Lists of individuals for commercial purposes as defined in RCW 42.56.070(9); and

(d) Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

(4) Category 4 – Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

(a) Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; and

(b) Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

5. Compliance with Laws, Rules, Regulations, and Policies

a. Confidential Information and Data that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended in connection with this Contract the parties shall comply with the following:

(1) All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Confidential Information and Data; and

(2) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Confidential Information and Data.

6. Administrative Controls.

a. The Contractor must have the following controls in place:

(1) A documented security policy governing the secure use of its computer network, mobile devices, portable devices, as well as, any form of paper/hard copy documents.

(2) Security awareness training for all staff, presented and documented annually, as follows:

(a) Contractor staff responsibilities under the Contractor's security policy;

(b) Contactor staff responsibilities as outlined under contract Exhibit A; and

(c) Must successfully complete the DCYF Information Security Awareness Training, which can be taken on this web page: https://www.dcyf.wa.gov/sites/default/files/pdf/Security-in-Contracts.pdf

(3) Contractor may replace the DCYF Information Security Awareness training listed above with their own equivalent Information Awareness Training.

7. Authorization, Authentication, and Access.

a. In order to ensure that access to the Data is limited to authorized staff, the Contractor must comply with the following:

(1) Have documented policies and procedures that:

(a) Govern access to systems; and

(b) Govern access to paper/hard copy documents and files.

(2) Only allow access to Confidential Information through administrative, physical, and technical controls.

(3) Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one staff member to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which staff member performed a given action on a system housing the Data based solely on the logon ID used to perform the action.

(4) Ensure that only authorized users are capable of accessing the Data;

(5) Ensure that an employee's access to Data is removed:

(a) Within twenty-four (24) hours of an alleged compromise of the user credentials;

(b) Within 24 hours from when their employment, or the contract under which the Data is made available to them, is terminated;

(c) Within 24 hours from when the employee or contractor no longer need access to the Data to fulfill the requirements of the Contract; and

(d) Within 24 hours from when the staff member has been suspended from performing services under this Contract.

(6) Have a process in place the requires quarterly reviews verifications that ensure only authorized users have access to systems containing Confidential Information.

(7) The Contractor must require the following password and logon requirements for Authorized Users to access Data within the Trusted Network:

(a)To access Data the Authorized User must be required to enter a Hardened Password;

(b)The hardened password must not contain a user's name, logon ID, or any form of an individual's full name;

(c)The hardened password must not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words; and

(d)Hardened passwords are significantly different from the previous four (4) passwords. Hardened passwords that increment by simply adding a number are not considered significantly different.

(8) When accessing Confidential Information and Data from an external location (the Data will traverse the Internet or otherwise travel outside the Trusted network), mitigate risk and enforce hardened password and logon requirements for users by employing measures that include:

(a) Ensuring mitigations applied to the system don't allow end-user modification;

(b) Not allowing the use of dial-up connections;

(c) Using industry standard protocols and solutions for remote access. Examples include secure VPN and Citrix;

(d) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network;

(e) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than thirty (30) minutes of inactivity; and

(f) Ensuring the use of Multi-Factor Authentication (MFA) to connect from the external end point to the internal end point.

(9) Hardened passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.). If a lesser standard is authorized under this subsection, the PIN or password must:

(a) Be at least five (5) letters or numbers when used in conjunction with at least one other authentication factor;

(b) Not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable); and

(c) Not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable).

(10) If the Contract specifically allows for the storage of Confidential Information on a Portable Device, passwords used on the device must:

(a) Be a minimum of six (6) alphanumeric characters;

(b) Contain at least three unique character classes (upper case, lower case, letter, number);

(c) Not contain more than a three consecutive character run. Passcodes consisting of (12345, or abcd12 would not be acceptable); and

(d) Render the device unusable after a maximum of five (5) failed logon attempts.

8. Protection of Data.

a. The Contractor agrees to store Data on one or more of the following medias and protect the Data as described:

(1) Hard disk drives

Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

(2) Network server disks

(a) Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

(b) Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(3) Optical discs (CDs or DVDs) in local workstation optical disc drives

(a) Data provided by DCYF on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area, when not in use for the contracted purpose, such discs must be Stored in a Secure Area.

(b) Workstations that are capable of accessing Data from optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(4) Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers

(a) Data provided by DCYF on optical discs that will be attached to network servers will not be transported out of a Secure Area.

(b) Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

(c) Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(5) Paper documents

(a) All paper documents must be protected by storing the records in a Secure Area, with access controlled through the use of a key, card key, combination lock, or comparable mechanism, and which is only accessible to authorized personnel.

(b) When being transported outside of a Secure Area, paper documents must be under the physical control of Contractor staff with authorization to access the Data.

(c) Paper documents will not be secured or stored in a motor vehicle any time a staff member is away from the motor vehicle. NOTE: The use of a lock box, other lockable storage container or a non-lockable storage container stored in a vehicle does not override this requirement.

(d) Paper documents will be retained in a Secure Area, per the State of Washington records retention requirements.

(6) Data storage on portable devices or media

(a) Except where otherwise described herein, Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

i. The Data must be Encrypted;

ii. Portable devices must be equipped with a Unique User ID and Hardened Password or stronger authentication method such as token or biometrics;

iii. Portable devices must be manually locked whenever they are left unattended. The devices must be set to automatically lock after a period of no more than fifteen (15) minutes of inactivity;

iv. Administrative and physical security controls must be applied to Portable Devices and Portable Media by:

(A) Keeping them in a Secure Area when not in use;

(B) Using check-in/check-out procedures when they are shared; and

(C) Taking quarterly inventories.

(b) When being transported outside of a Secure Area, Portable Devices and Portable Media with Data must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

(c) Portable Devices and Portable Media will not be secured or stored within motor vehicles at any time the staff member is away from the motor vehicle.

(7) Data stored for backup purposes

(a) DCYF Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes.

i. Such storage is authorized until such time as that media would be reused during the course of normal backup operations.

ii. If backup media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.

(b) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes.

i. If so, such media will be protected as otherwise described in this exhibit.

ii. If this media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.

(8) Cloud storage

(a) Data requires protections equal to or greater than those specified elsewhere within this Exhibit.

(b) Cloud storage of Data is problematic as neither DCYF nor the Contractor has control of the environment in which the Data is stored. For this reason:

i. Data must not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(A) The Contractor has written procedures in place governing use of the Cloud storage and by signing this contract, the Contractor attests that all such procedures will be uniformly followed;

(B) The Data must be Encrypted while within the Contractor network;

(C) The Data must remain Encrypted during transmission to the Cloud;

(D) The Data must remain Encrypted at all times while residing within the Cloud storage solution;

(E) The Contractor must possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;

(F) The Data must not be downloaded to a non-authorized system. the only authorized systems are located on the DCYF network or Trusted networks;

(G) The Data must not be decrypted until downloaded onto a computer or portable devise within the control of an Authorized User and within either the DCYF network or Trusted network; and

(H) Access to the cloud storage requires Multi Factor Authentication.

ii. Data must not be stored on an Enterprise Cloud storage solution unless either:

(A) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or

(B) The Cloud storage solution used is FedRAMP certified; or

(C) Contractor can attest that:

1. They have reviewed the data security policy of the cloud service provider; and

2. The cloud service provider meets requirements of Exhibit A in full or with limited exceptions.

9. Method of Transfer

a. All Data transfers to or from the Contractor shall be made by using an approved solution that meets agency and state IT security standards.

(1) Approved options include:

(a) SFT service provided Washington Technology Solutions (WaTech); or

(b) The DCYF instance of Box.com.

b. Any information containing sensitive data elements must be encrypted and password protected using a tool such as WinZip, 7zip, or something similar.

c. An account is required to access either of the above solutions, you will need to make a request by contacting the contract contact listed on the cover page of this Agreement.

d. Any other solution must be approved by the DCYF Information Security Office. To obtain approval, contact the contract contact listed on the cover page of this Agreement. Request must include the name of the solution, as well as, any information to help in the approval process.

e. The Contractor must use a secure solution for electronic mail submissions which contain Confidential information, and Personal Information, as defined in the General Terms and Conditions.

f. Information regarding receiving encrypted email from DCYF can be obtained at DCYF's website, located at: https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email.

10. System Protection.

a. To prevent compromise of systems that contain DCYF Data or systems that Data passes through, the Contractor must:

(1) Ensure all security patches or hotfixes applied within three (3) months of being made available;

(2) Have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes;

(3) Ensure systems containing Data shall have an Anti-Malware application installed, if available; and

(4) Ensure that Anti-Malware software is kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

11. Data Segregation.

a. Data must be segregated or otherwise distinguishable from non-DCYF data. This is to ensure that when no longer needed by the Contractor, all Data can be identified for return or destruction. It also aids in determining whether Data has or may have been compromised in the event of a security breach.

b. The Contractor must use one or more of the following methods to segregate Data:

(1) Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DCYF Data; and/or

(2) Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to Data; and/or

(3) Data will be stored in a database which will contain no non-DCYF data; and/or

(4) Data will be stored within a database and will be distinguishable from non-DCYF data by the value of a specific field or fields within database records; and

(5) When stored as physical paper documents, Data will be physically segregated from non-DCYF data in a drawer, folder, or other container.

c. When it is not feasible or practical to segregate Data from non-DCYF data, then both the Data and the non-DCYF data with which it is commingled must be protected as described in this exhibit.

12. Confidentiality Protection

a. To safeguard confidentiality, and ensure that access to all Data is limited to authorized staff, the Contractor must:

(1) Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Data solely for the purposes of accomplishing the services set forth in this Contract.

(2) Ensure that no Data is released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.

(3) Not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DCYF.

(4) Require that the Contractor's Staff and Subcontractors' Staff having access to Data sign a Statement of Confidentiality and Non-Disclosure Agreement (DCYF Form 03-374B), that can be found at this webpage: https://www.dcyf.wa.gov/forms. Data shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:

(a) DCYF approves the Contractor's Staff person(s) or Subcontractors' Staff person(s), to work on this Contract; and

(b) If requested by DCYF, Contractor must provide the original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person(s) and Subcontractors' Staff person(s).

13. Data Disposition.

a. The Contractor must ensure that all Data, including paper and electronic records, are retained pursuant to the Washington State retention standards.

b. When the contracted work has been completed or when the Data is no longer needed, Data shall be retained pursuant to the retention standards required by chapter 40.14 RCW, or returned to DCYF.

c. Once the retention standard has passed, Contractors may destroy data as outlined below:

(1) The following acceptable methods of destruction must be used:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with Category 3 Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Category 4 Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

14. Data shared with Subcontractors.

a. If the Subcontractor cannot protect the Data described in this Contract, then the contract with the subcontractor must be submitted to the DCYF Contact specified for this contract for review and approval.

b. The Contractor shall not share any Data with the Subcontractor until the Contractor receives such approval.

15. Notification of Compromise or Potential Compromise

a. The Contractor shall notify DCYF by way of the Contracts and Procurement Office email at dcyf.contractdatabreach@dcyf.wa.gov within one (1) business day, after becoming aware of any potential, suspected, attempted or actual breach that has compromised or the potential to compromise DCYF shared Data.

b. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security.

c. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their staff.

16. Breach of Data

a. In the event of a breach by the Contractor of this Exhibit and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:

(1) Require that the Contractor return all Data to DCYF that was previously provided to the Contractor by DCYF; and/or

(2) Suspend the Contractor's access to accounts and other information; and/or

(3) Terminate the Contract.

Exhibit B

STATEMENT OF WORK

Alternative Choice Training (ACT)
Training and Consultation for County Juvenile Courts

1. Service Delivery

The Contractor shall provide to statewide ACT Trainers, by telephone or in-person, clinical consultation services. Services shall include, but are not limited to:

a. Providing clinical consultation to ACT Trainers throughout the state;

b. Participating in and providing ACT Trainer training;

c. Monitoring by direct observation or video recordings of ACT sessions for adherence and compliance to ACT program standards;

d. Reporting monitoring results to the JR Juvenile Court Program Administrator and to the statewide WSART Quality Assurance Specialist on a monthly basis;

e. Providing assistance with individual ACT Trainers improvement plans; and

f. Participating in implementation and ongoing program development meetings.

2. Deliverables

a. Monthly Reporting

The Contractor shall provide monthly activity and monitoring summary reports to the JR Juvenile Court Program Administrator.

b. Quarterly / Annual Reporting

The Contractor on a quarterly basis shall provide the JR Juvenile Court Program Administrator and the Statewide WSART Quality Assurance Specialist (QAS) a report that summarizes the following information for all ACT Trainers served that quarter:

(1) Number of ACT Trainers served;

(2) Number of ACT Trainers placed on Informal Improvement Plans;

(3) Number of ACT Trainers who successfully completed their Informal Improvement Plans;

(4) Number of ACT Trainers who did not complete or unsuccessfully completed their Informal Improvement Plans and were referred to the WSART QAS for further action.

(5) A final annual summary will be provided, summarizing items 1 – 4 above.

c. Outcome Reporting

The Contractor shall report to the JR Juvenile Court Program Administrator at the completion of services to ACT Trainers the following information:

(1) The frequency of participation of each Juvenile Court's ACT Trainers participation in telephone consultation;

(2) Any changes in the Juvenile Courts' ACT program.

3. Consideration

Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **$48,057** including any and all expenses, and shall be based on the following:

a. The maximum consideration payable for Fiscal Year 2024 is **$23,687**. Funds not expended in Fiscal Year 2023 cannot be carried over to the following Fiscal Year.

b. The maximum consideration payable for Fiscal Year 2025 is **$24,370**. Funds not expended in Fiscal Year 2024 cannot be carried over to the following Fiscal Year.

b. The Contractor shall be paid **$57.65** per hour in Fiscal Year 2024, and **$59.37** per hour in Fiscal Year 2025 for clinical consultation services and payment shall be based upon the JR Juvenile Court Program Administrator receipt and approval of monthly summary report.

c. The Contractor shall only be reimbursed for travel costs pre-approved in writing by the JR Juvenile Court Program Administrator.

4. DCYF Program Contact

The Contractor shall notify the DCYF Program Contact listed below for any questions or issues related to services under this contract:

Cory Redman
Juvenile Court Programs Administrator
Juvenile Rehabilitation - HQ
360.480.1194
cory.redman@dcyf.wa.gov

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

6/30/2023

David Wheeler, Juvenile Court Administrator **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

06/28/23

Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

_____ _____

Civil Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/18/23 BC 08/01/23
Subject:	Sign County Program Agreement with DCYF Agreement Number 2363-48735 Consolidated Contract
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

The State of Washington Department of Social and Health Services (DCYF), consolidates the following into one contract: Consolidated Juvenile Services At-Risk, Disposition Alternatives for Special Sexual Offender Disposition Alternative, Community Juvenile Accountability ACT/Evidence Based Programs, Chemical Dependency Disposition Alternative, Suspended Disposition Alternative, Mental Health Disposition Alternative, Promising Programs and Detention Services. These grant dollars provide services in those programs. We have received the new County Program Agreement Consolidated Contract FY 23-25 No. 2363-48735.

The new agreement was not received by the Washington State Department of Children, Youth and Families until June 27, 2023 and is backdated to July 1, 2023 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2023.

Fiscal Impact

This project is grant funded. The program agreement is based on expenditure reimbursement to the Benton-Franklin Counties Juvenile Justice Center.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Consolidated Contract No. 2363-48735.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION

WHEREAS, Benton and Franklin "Counties" current Program Agreement with Washington Department of Social and Health Services, Juvenile Rehabilitation Administration for Consolidated Juvenile Services via Benton County Resolution numbered 2021 617 and Franklin County Resolution numbered 2021 164 which is DSHS Agreement Number 2163-22027, will expire on June 30, 2023; and

WHEREAS, David Wheeler, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement 2363-48735 between Washington State Department of Social and Health Services and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2023, and terminating on June 30, 2025; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approve Program Agreement Number 2363-48735. The Program Agreement is based on expenditure reimbursement in which a maximum amount not to exceed is not necessary, and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Program Agreement Number 2363-48735; and

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

DATED this ____ day of _____ 2023
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ____ day of _____ 2023
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

DocuSign Envelope ID: 8A5E575A-97F8-489D-ADAB-EAB3675A99F4

COUNTY PROGRAM AGREEMENT

Consolidated Contract

DCYF Agreement Number: 2363-48735

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number:

County Agreement Number:

DCYF ADMINISTRATION	DCYF DIVISION	DCYF INDEX NUMBER	CCS CONTRACT CODE
Department of Children, Youth, and Families	Children, Youth and Families	1122	2072CS-63

DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS
Karena McGovern Contract Specialist	1115 Washington St SE Olympia, WA 98504

DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL
(360)870-5727	Click here to enter text.	karena.mcgovern@dcyf.wa.gov

COUNTY NAME	COUNTY DBA	COUNTY ADDRESS
Benton County		5605 W Canal Place Suite 106 Kennewick, WA 99336

COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)	COUNTY CONTACT NAME
035-000-971	Dave Wheeler

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 737-2745	( ) -	david.wheeler@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2023	06/30/2025	See Exhibits

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement:

☒ Exhibits (specify): ☒ Exhibit A: Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities; ☒ Exhibit B: Juvenile Court Block Grant; ☒ Exhibit C: Detention Services

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.

COUNTY SIGNATURE (S)	PRINTED NAME (S) AND TITLE (S)	DATE (S) SIGNED
	Dave Wheeler	

DCYF SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

   a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.

   b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

   c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.

   d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).

   e. DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.

   f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.

   g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.

   h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.

   i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

   j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

   k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.

   l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

   m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.

   n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.

o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.

p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.

4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.

7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.

8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15)

business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.

10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.

11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.

13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any

Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

15. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

a. Document performance of all acts required by law, regulation, or this Agreement;

b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

16. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

17. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. Applicable federal and state of Washington statutes and regulations;

b. This Agreement;

c. The Program Agreement(s).

18. **Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.

19. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

20. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its

proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.

21. Subrecipients.

a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

b. Single Audit Act Compliance. If the County is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:

(1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

General Terms and Conditions

22. **Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

23. **Termination Due to Change in Funding, Agreement Renegotiation or Suspension.**

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.

b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.

(3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.

c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

24. **Termination for Convenience.** The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

25. **Termination for Default.**

a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:

(1) Failed to meet or maintain any requirement for contracting with DCYF;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.

c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:

(1) Failed to meet or maintain any requirement for contracting with the County;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

26. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.

d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

27. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

28. **Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.

29. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

Special Terms and Conditions

1. **Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "Contractor" means the County.

   b. "DCYF" means the Department of Children, Youth, and Families.

   c. "Emergency Health Care" means care, services, and supplies for an acute or unexpected health need that requires immediate evaluation or treatment by a health care practitioner.

   d. "JR means the Juvenile Rehabilitation which is under the DCYF.

   e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.

   f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.

   g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.

2. **Background Checks**

   a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.

   b. In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this Contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.

   c. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

      (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);

      (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or

      (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

   d. Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

Special Terms and Conditions

3. Sexual Misconduct

a. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

b. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

c. In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:

(1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or

(2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender

d. If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

4. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

5. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

6. Billing and Payment

a. If reports required under this Contract are delinquent, DCYF, JR may stop payment to the Contractor until such required reports are submitted to JR.

b. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.

c. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.

d. Under no circumstance shall the Contractor bill twice for the same services.

Special Terms and Conditions

e. The Contractor shall maintain backup documentation of all costs billed under this contract.

f. If the Contractor bills and is paid fees for services that JR later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JR shall recover fees and the Contractor shall fully cooperate.

7. Compliance with JR Policies and Standards.

a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.

b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

EXHIBIT A

Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities

1. Purpose

The purpose of this Agreement is to fund and support the program services described in the attached Statements of Work. The contract term begins July 1, 2023 and expires June 30, 2025.

2. Funding

As of July 1, 2023, the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2024-2025.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the State Fiscal Year Consolidated Contract 2022-2023 (DCYF No. 2163-22027) until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2024-2025 funding rate shall apply retroactively to July 1, 2023 and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies.

If the County has not properly accounted for the difference between the two rates by April 30, 2024, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statements of Work

As of July 1, 2023, the County is responsible for adhering to the Statements of Work described in the Exhibit B: Statement of Work – Juvenile Court Block Grant and Exhibit C: Statement of Work – Detention Services.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the State Fiscal Year Consolidated Contract 2022-2023 (DCYF No. 2163-22027) shall apply to all work performed under this agreement until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2024-2025 Statements of Work from that date forward.

4. Late Applications

If the County does not have a completed written application for funding approved by JR and signed by both parties by September 1, 2023, JR may discontinue reimbursement until the application is completed and approved.

EXHIBIT B

STATEMENT OF WORK

Juvenile Court Block Grant

1. Purpose

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to County Juvenile Courts throughout the State of Washington to support Block Grant programs for juvenile offenders. These programs include, but are not limited to the following:

- Consolidated Juvenile Services At-Risk (CJS);
- Special Sex Offender Disposition Alternative (SSODA);
- Chemical Dependency and Mental Health Disposition Alternative (CDMHDA);
- Suspended Disposition Alternative (SDA),
- Community Juvenile Accountability Act (CJAA) – Evidence Based Programs (CJAA); and
- Promising Programs.

Program descriptions and requirements are outlined in the Block Grant Contract SFY 2023/24 Application, Budget, and Monitoring Instructions provided by the Juvenile Rehabilitation (JR).

2. General Requirements

The County Juvenile Court shall:

a. Provide projects and services in compliance with the County's Block Grant Contract SFY 2024 – 2025 Application, Budget, and Monitoring Instructions (herein referred to as the "Application") and the County's Approved Response (herein referred to as the "Application Response");

b. Administer the Washington State Juvenile Court Prescreen Assessment or full Risk Assessment to all youth on probation supervision in accordance with the timeline specified in the County's Application Response;

c. Administer a Washington State Juvenile Court Risk Assessment to all youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high risk youth at the end of probation, in accordance with the timeline specified in the County's Application Response;

d. Establish programs designed to impact the outcomes statewide by:

   (1) Decreasing recidivism;

   (2) Decreasing commitments to the JR; and

   (3) Maintaining or increasing the number of committable youth receiving services in their community.

e. Upon JR's request, provide JR and the Washington State Institute of Public Policy (WSIPP), with statistical risk assessment data necessary to determine program impacts on the statewide outcomes as agreed upon between JR and the County Juvenile Court;

f. Consistent with RCW, provide JR with information necessary for the JR to provide oversight of the County Juvenile Court Block Grant, consistent with the responsibilities and duties of JR;

g. Comply with all applicable local, state, and federal licensing and accreditation requirements and standards necessary in the performance of this Contract; and

h. When licensing or other statutory requirements differ from contract requirements, meet whichever requirement imposes the higher standard. Any variance from licensing requirements shall require a licensing waiver.

3. Supervision and Programs

All supervision and program services performed by the County Juvenile Court under the terms of this Agreement shall be in conformance with the County's Application and the County's Application Response. The County shall provide all services in compliance with applicable RCW, WAC, and Appellate case law for the following programs within available resources:

a. Consolidated Juvenile Services (CJS) At-Risk Programs – The County Juvenile Court shall provide services pursuant to RCW 13.06, Chapter 110-710 WAC.

b. Special Sex Offender Disposition Alternative (SSODA) – The County Juvenile Court shall provide services pursuant to RCW 13.40.162 and the following standards:

(1) In a timely manner – ideally upon order of the disposition and no longer than 30 days, pursuant to RCW 4.24.550, provide local law enforcement officials with all relevant information about offenders placed on the SSODA program. Additionally, for the purpose of risk level classification, provide Juvenile Rehabilitation with all relevant information for the End of Sentence Review Juvenile Subcommittee in accordance with RCW 72.09.345 for youth adjudicated for any registerable sex offense. This includes SSODA offenses and any other sex offenses that require registration. The Juvenile Risk Level Classification Process and Contact Information is hereby incorporated by reference.

(2) Provide a combination of services identified in the Sex Offender Treatment Provider assessment and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly Document in the case record reductions in the levels of supervision and support for such reductions.

c. Chemical Dependency and Mental Health Disposition Alternative (CDMHDA)

(1) The county shall provide services pursuant to RCW 13.40.165 and the following standards:

(a) Utilize a Division of Behavioral Health and Recovery (DBHR) approved chemical dependency assessment as detailed in Attachment A of the County's Application;

(b) Include family service strategies and components; and

(c) Include random urinalysis testing.

(2) Courts may utilize deferred or stipulated order of continuance with CDMHDA eligible youth.

d. Suspended Disposition Alternative (SDA) Services

(1) The County shall provide services pursuant to RCW 13.40.0357.

e. Community Juvenile Accountability Act – Evidence Based Programs (CJAA)

The County will comply with the statewide Evidence-Based Quality Assurance plans and the following program standards:

(1) For Functional Family Therapy (FFT):

(a) General precepts/practices contained in FFT, LLC. Initial 3-Day Training;

(b) Assessment – Reporting Standards contained in FFT, LLC. 1-Day Systems Training;

(c) Clinical feedback from FFT, LLC in on-going consultation and site visits;

(d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits;

(e) Precepts – practices of FFT contained in Blueprints for Violence Prevention; and

(2) For Multi-Systemic Therapy (MST):

(a) Precepts – practices of MST contained in Blueprints for Violence Prevention; and

(b) General precepts – practices contained in training, consultation, and clinical oversight as overseen by MST Services.

(3) For Coordination of Services (COS):

(a) General precepts and practices contained in the COS Statewide Manual;

(b) Feedback from designated COS statewide Quality Assurance Specialist in on-going consultation and site visits; and

(4) Family Integrated Transitions (FIT):

(a) Precepts/practices of FIT contained in University of Washington Program Manual; and

(b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington.

(c) Clinical guidance as supplied by the University of Washington.

(5) Education and Employment Training (EET):

(a) General precepts and practices contained in the EET Statewide Manual.

(b) Feedback from designated EET statewide Quality Assurance Specialist in on-going consultation and site visits; and

f. Promising Programs

County Juvenile Courts may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

4. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

(1) Parents and caregivers are supported to meet the needs of children and youth;

(2) Youth school engagement;

(3) High school graduation; and

(4) Youth mental/behavioral health.

b. Quality & Outcomes Measures

The quality & outcome measures below only apply to Juvenile Court CMAP, EBPs and Promising Programs, which are described in Exhibit B: Statement of Work – Juvenile Block Grant. The Contractor shall participate in ongoing reporting, monitoring, and discussion with DCYF for the following quality measures:

Case Management Assessment Process (CMAP) – Quality Assurance Specialist

Goal	Probation staff will have regular access to a certified CMAP Quality Assurance Specialist
Metric	All juvenile courts will have a certified CMAP QAS, or access to one. **Court has a certified CMAP QAS or access to one (100%)**
Target	**100%**
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	**Performance Improvement Plan**. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Case Management Assessment Process (CMAP) – Stage 1 Certification

Goal	Probation staff administering the risk/need assessment will be trained and certified in Stage 1 (Mapping) of CMAP.
Metric	All probation staff administering the risk/need assessment will be certified in Stage 1 (Mapping) of CMAP. **8 of 8 probation staff (100%) are certified in Stage 1 (Mapping)**
Target	**100%**
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	**Performance Improvement Plan**. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a

	Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Promising Program Quality Assurance – Alternative Choice Training (ACT)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	ACT quality assurance standards include fidelity and competency rating standards for ACT trainers **5 ACT trainers are providing services, and 5 have a fidelity rating of 2.0, and 5 have a competency rating of 2.0.** **All ACT trainers have a combined average fidelity rating of 2.0, and competency rating of 2.0.**
Target	**All ACT trainers have a fidelity rating of 2.0, and a competency rating of 2.0; All ACT trainers have a combined average fidelity rating of 2.0, and competency rating of 2.0.**
Reporting Requirement	The statewide ACT Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	**Performance Improvement Plan**. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Quality Assurance – Education Employment Training (EET)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	EET quality assurance standards include fidelity and competency rating standards for Education and Employment Specialists (EES) **1 EES are providing services, and 1 have a fidelity rating of 2.0, and 1 have a competency rating of 2.0.** **All EES have a combined average fidelity rating of 2.0, and competency rating of at least 2.0.**
Target	**All EES have a fidelity rating of 2.0, and a competency rating 2.0; All EES have a combined average fidelity rating of 2.0, and competency rating of 2.0.**
Reporting Requirement	The statewide EET Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	**Performance Improvement Plan**. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.

Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Quality Assurance – Multi-Systemic Therapy (MST)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	MST quality assurance standards include team adherence and agency fidelity standards. **MST team adherence rating of .70.** **MST agency fidelity rating of full compliance**
Target	**MST team adherence rating of .61, and an agency fidelity rating of full compliance.**
Reporting Requirement	The local MST provider will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	**Performance Improvement Plan**. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Completion Rates

Goal	Increase EBP completion rates from established baseline levels.
Metric	Successful EBP completions provide an early indication of success, and continuous improvement is the goal. **Based on a three-year average (SFY20-22), the following are the established baseline program completion rates for your court:** **ACT: 45.5%; EET: 41.7%; MST: 58.3%**
Target	**Statewide Averages:** **ACT: 68.8%; EET: 44.5%; MST: 63.0%** All courts that are below the statewide program completion rate average for an EBP will show annual incremental improvement. If a court is at or above the statewide program completion rate average for an EBP, annual incremental improvement is still desired.
Reporting Requirement	The Administrative Office of the Courts (AOC) will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	**Performance Improvement Plan**. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

c. Performance Improvement Plan

Performance Metrics will be reviewed quarterly by DCYF and the contractor. If the contractor does not meet the Performance Metric Target within the year, a Performance Improvement Plan will be required. If a contractor has multiple Performance Metrics that require a response, the contractor shall identify up to three (3) Performance Metrics for improvement planning.

5. Consideration

a. The maximum consideration for this agreement is identified in the "County Juvenile Court Pass through Distribution SFY 2024/25", hereby incorporated by reference.

A revenue sharing process shall be made available during the latter part of the fiscal year for all counties participating in the Block Grant, provided funding is available or unless otherwise agreed upon by the JR and the Juvenile Court Administrators.

The full list of priorities for revenue sharing will be provided by the JR and developed in collaboration with the County Juvenile Courts. The County Juvenile Court shall submit their "Revenue Sharing Requests/Returns Form" to the Juvenile Court Programs Administrator and their respective Regional Administrators no later than May 15th or as agreed upon by the JR and Juvenile Court Administrators.

Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of an updated "County Juvenile Court Pass through Distribution SFY 2024/25". The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature.

b. The Chemical Dependency and Mental Health Disposition Alternative (CDMHDA) reimbursement rates for treatment shall be based on the approved Managed Care Organization (MCO) reimbursement rates for treatment. The Juvenile Rehabilitation suggests that the courts request and receive a copy of the approved MCO reimbursement rates for treatment.

c. The County Juvenile Courts shall not be reimbursed for youth placed on consecutive or combined CDMHDA sentences that exceed 12 months active supervision. UNLESS the offense date of an additional CDMHDA sentence occurs after the termination date of the preceding CDMHDA disposition OR the youth begins as a CDMHDA Local Sanction and then is sentenced to C DMHDA Committable for a new offense.

6. Billing and Payment

a. Monthly invoices (A-19) are to be submitted to JR each month for services provided. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages. Invoices shall include the following documents provided by the JR and completed by the County:

(1) Required sentencing worksheets and Disposition Orders for SSODA, CDMHDA, and SDA Committable youth;

(2) Monthly Program Updates for each Evidence Based Program and Promising Program;

(3) Roster Reports for local sanction and committable youth for all Disposition Alternatives, and

(4) Monthly Business Intelligence Tool (BIT) Summary Report for evidence-based programs.

b. The County Juvenile Court may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

c. Costs related to risk assessment may be billed in the formula of three (3) hours of the provider's time for each moderate to high-risk youth assigned to a probation caseload. Reassessment costs are not billable. Risk Assessment costs will be billed separately.

d. Costs incurred for direct treatment services may be billed for youth residing out of state whom are on a SSODA, CDMHDA, or SDA.

e. Costs incurred for supervision of youth on a SSODA, CDMHDA, or SDA may be billed for the actual time spent providing supervision at the rate of the probation counselor providing the supervision.

f. Detention costs, for up to 30 days per period of confinement and consistent with RCW 13.40.200, for SSODA, CDMHDA, and SDA committable offenders will be reimbursed at a rate no higher than that charged to other courts purchasing beds.

g. For SSODA, CDMHDA, and SDA programs, the County shall be eligible for reimbursement for supervision costs for up to 14 days following a youth being placed on absconder status and a warrant being issued. Program payment will be reinstated when the youth is apprehended.

h. Reimbursement for SSODA expenses may be for up to two years. If a youth is extended beyond two years, the juvenile court must provide JR with a court order documenting the extension. The court may continue to be reimbursed for SSODA expenses throughout the extension.

i. For CDMHDA programs, a chemical dependency inpatient treatment provider shall be reimbursed for services up to 72 hours following discharge, if a committable youth has been discharged from a subcontracted inpatient facility on a temporary basis and is expected to return, and/or if a committable youth has left the program against clinical advice and the bed is being held for readmission.

j. For CDMHDA programs, in the event of a revocation, the County shall be eligible for reimbursement for treatment services until the youth is committed to JR.

k. For CDMHDA programs, the County shall be eligible for reimbursement in the event of a new offense for up to 14 days from arrest. Payment is reinstated when the youth is placed back to active CDMHDA status.

l. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs shall remain with the agency providing services paid under this contract, include discrete, assignable activities, and cost necessary for overall management and support of a program.

m. The County must maintain backup documentation of all costs billed under this Block Grant Contract and provide this information as requested by the JR.

7. Racial and Ethnic Disparity Reporting

a. Juvenile Courts shall continue to build on work to address Racial and Ethnic Disparities (RED) as it relates to RCW 13.06.050. This RCW applies to conditions for counties to receive state funds and includes a requirement to annually review and analyze racial disproportionality information.

b. Juvenile Courts shall review their own data and processes to see if barriers are present regarding equity in access to juvenile court services. Juvenile Courts will identify areas in need of

improvement. They will then create and implement an action-oriented plan to include strategies that will result in measurable improvements of the identified inequities in the Response to Application.

8. Items Incorporated by Reference

a. County Juvenile Court Pass through Distribution SFY 2024 – 2025

b. Block Grant Contract SFY 2024 – 2025 Application, Budget, and Monitoring Instructions and the County's Approved Application Response;

c. Consolidated Juvenile Services Programs: Chapter 110-710 WAC;

d. RCW's 13.06; 13.40.162; 13.40.165; 71.24.615; 13.40.500;

e. Juvenile Offender Sentencing Standards (13.40.0357); and

f. Juvenile Risk Level Classification Process and Contact Information.

9. JR Program Contact Information

The primary program contact for Juvenile Court Block Grant for DCYF shall be:

Cory Redman
Juvenile Court Programs Administrator
Juvenile Rehabilitation
1500 Jefferson St. SE 98504-4570
360.480-1194
cory.redman@dcyf.wa.gov

EXHIBIT C

STATEMENT OF WORK

Detention Services

1. Purpose

To provide secure detention services to youth pending transportation to a JR residential facility that are: 1) state committed; 2) parole revoked; or 3) community facility transfers.

2. Contractor Obligations

a. The Contractor shall provide secure detention center services including care, custody, supervision, education, and recreation to the following JR youth while in detention:

(1) For youth who are committed to the State, the Contractor shall:

(a) Make direct contact with the JR designated staff of commitment

(b) Provide and make available to JR with the following information for each youth committed to JR:

i. Court Order

ii. Complete JR Sentencing Worksheet

iii. Information necessary to successfully transition the youth, including contact information for the youth's parents/guardian.

(c) Detention stays become billable upon notification and receipt of the above documentation by JR (except when information is received on business days after 4:00 pm).

(2) Make available the following information for each youth committed to JR:

(a) Information to the Court on the Offense

(b) Police Reports on the Offense

(c) Victim Witness Interviews (when completed for sex offenders)

(d) Previous Reports to the Court (if available)

(e) Incidents Reports from Current Detention Stays (if applicable)

(f) Other Social File Materials (e.g., mental health reports, school information, etc.)

(3) For youth who are on parole revocation or, if applicable, a community facility transfer due to threats of health or safety of others.

3. Consideration

The Contractor shall be reimbursed at the rate of **$150.00** per day, per youth for detention services. The Contractor shall be guaranteed the first day of detention services.

a. For youth who are committed to the State, Billable days will be those days that the youth spends the night in the detention facility providing:

(1) JR staff is notified and receives the required information identified in 2.a. above and shall end upon release of the youth to a JR staff's custody;

(2) Notification and receipt of required information received on business days prior to 4:00 pm is billable; and

(3) However, notification and receipt of required information received after 4:00 pm Friday through the weekend is not billable until the following Monday (excluding holidays).

b. For youth who are on parole revocation or a community facility transfer due to threats to health or safety of others, Billable days will be those days that the youth spends the night in the detention facility.

c. Medical Cost of JR Detained Youth

(1) In addition to the per day bed rate, JR shall be responsible for medical costs other than the routine medical attention provided in detention incurred by the County. Except for emergency health care JR shall not pay for non-routine medical care unless the County obtains pre-approval from JR that the care is necessary.

(2) JR shall be responsible for any security costs for correctional staff required to safely transport and supervise the juvenile to necessary and approved off-site health care for further treatment. The County will coordinate with JR if a health care stay exceeds 24-hours so JR can make arrangements for ongoing security and custody.

4. Payment and Billing

The Contractor shall submit monthly A-19 Invoice Vouchers with supporting documentation to the JR Regional Office each month for services provided, which shall include:

a. Name of youth,

b. Date of admission to detention,

c. Date and time of release from detention, and

d. Number of billable days.

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

6/30/2023

David Wheeler, Juvenile Court Administrator **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

06/23/23

Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

_____ _____

Civil Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 1, 2023
Subject:	Amendment of Superior Court Professional Service Agreement with Keith Hilde
Presenter:	
Prepared By:	Denise Gerry
Reviewed By:	Charlie Dow

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

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

Summary / Background Information

Benton County is legally obligated to provide public defense services in Benton County Superior Court on criminal cases ("Services").

Due to market demand, the Benton County Office of Public Defense needs to raise compensation for contract defenders. The Benton County Board of County Commissioners recently authorized additional funding to make the agreements more competitive in the market.

The new rate will be $152,000.00 per year. The following agreement will need to be amended to reflect the new compensation:

Keith Hilde

Fiscal Impact

General Fund – $152,000.00 per year

Recommendation

Execute resolution approving amendment of superior court professional services agreement with Keith Hilde.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH KEITH HILDE, RESOLUTION 2023-059, FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO PROVIDE FOR INCREASED COMPENSATION

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court (Services); and

WHEREAS, County has been contracting with attorney Keith Hilde ("Attorney") on criminal cases; and

WHEREAS, it has become necessary to modify the agreement with Attorney for increased compensation to meet market demand; and

WHEREAS, it is therefore in the best interests of Benton County to amend the professional services agreement with Attorney per agreement #BCSC2324KH001; **NOW, THEREFORE**

BE IT RESOLVED that the amended professional services agreement with attorney Keith Hilde, previously executed through resolution 2023-059, is hereby amended and approved, to provide for modifying compensation terms, effective May 1, 2023 through December 31, 2024, specifically increasing the monthly compensation to $12,666.67 per month (paid as a flat monthly rate, plus other allowable case premiums, reimbursements, and other fees as associated in the professional services agreement).

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Keith Hilde
Copy – Auditor, Superior Court, S. Godinez

C Dow

DocuSign Envelope ID: 95BE34CF-4854-47A8-B30F-80394D0C2445

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
CONTRACT #BCSC2324KH001

THIS AGREEMENT, previously entered into by and between **Keith Hilde,** attorney at law, Washington State Bar Association **# 30369** ("Attorney") **dba Hilde Law Office** and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution **#2023-059**,

IS HEREBY AMENDED AS FOLLOWS:

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **$1,085.72 per case.** For the mutual convenience of the parties, Attorney shall be compensated in equal monthly payments **of $12,666.67** based on Attorney's selected caseload.

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$1,085.72
Unusually complex or laborious cases	Up to $1,600.00 (At the discretion of the Public Defense Manager)
Material witness matters	$300.00
Provision representation during preliminary appearance dockets to cover for a Staff Defender's unavailability	$450.00 (Monday) $400.00 (Tuesday, Friday) $575.00 (Wednesday, Thursday)
DOSA or SSOSA review on Attorney's own case	$300.00 per year that reviews continue
Post-sentencing matter on Attorney's own case	$300.00

This amendment shall take effect **May 1, 2023** through **December 1, 2024**.

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

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:
Charlie Dow
D3E112CD2A594A6...

Charles Dow
Public Defense Manager

ATTORNEY

Date 7/13/2023

DocuSigned by:
Keith Hilde
C03C8744C8EA458...

Keith Hilde, WSBA **#30369**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUNDS FUND NUMBER 1480 DEPARTMENT NUMBER 121

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

Dated this _____ day of _____, 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: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Public Safety Tax Funds Fund Nbr: 1480

TRANSFER FROM: **Dept. 12**1 TRANSFER TO: **Dept.** 121

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5212310	51954	Deputy	$20,000	5212310	51925	Overtime	$20,000
TOTAL			$20,000	TOTAL			$20,000

Explanation:

Moving Funds from deputy lines to cover current excess in overtime due to staffing shortages, homicides, SWAT and SIU Investigations.

Prepared by: Katie Gillies Date: 7/21/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 1480, DEPARTMENT NUMBER 115.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Non Departmental Dept Nbr: 115

Fund Name: Public Safety Tax Fund Fund Nbr: 1480

TRANSFER FROM:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5183030	54102	Contract Services	$2,000,000
TOTAL			$2,000,000

TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5942100	56401	Capital Outlay	$2,000,000
TOTAL			$2,000,000

Explanation:

To move appropriated budget for the Red Mountain Radio Tower Road from Contract Services to Capital Outlay. This is a 2023-2024 budgeted expenditure. We are moving the budget to the line item the invoices will be expended from.

Prepared by: Linda Ivey Date: 24-Jul-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 1, 2023
Subject:	Permission to advertise & bid CB23-18 Administration Building Tenant Improvement Project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	LeeAnn Holt, Robert Blain, 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

When the administration building was built a portion of the second floor was left unfinished to be built out at a later date. As the County continues to grow the office space is needed to house personnel. The County desires to build out the second floor into seven (7) office spaces including a small kitchenette. The Assessor also desires to convert a large conference room into two (2) individual offices. The County hired MMEC to design the Assessor's office and the second floor build out.

A Bid package has been prepared by staff, reviewed by the Director of Operations and Capital Programs and approved by the Prosecuting Attorney's office.

Fiscal Impact

Amount: $350,000.00

Fund: Capital Projects

Recommendation

The Director of Operations and Capital Programs recommends that the Board formally grant permission to proceed with the advertisement and bid process for the Administration Building Tenant Improvement Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR THE ADMINISTRATION BUILDING TENANT IMPROVEMENT PROJECT

WHEREAS, the Assessor desires to convert a conference room on the first floor into two (2) individual offices. Also, the County desires to build out the portion of the second floor that was left unfinished into seven (7) offices and a small kitchenette; and

WHEREAS, the County hired MMEC to design the Assessor's office and the second floor build out; and

WHEREAS, a bid packet (No. CB 23-18) has been prepared by staff, reviewed by the Director of Operations and Capital Programs, and approved as to form by the Deputy Prosecuting Attorney from the Civil Division; **NOW, THEREFORE,**

BE IT RESOLVED the Board of County Commissioners authorizes the Director of Operations and Capital Programs to proceed with the advertisement and bid process for Bid No. CB 23-18 – Administration Building Tenant Improvement Project.

Dated this 1st day of August 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig: Purchasing Dept. D. Hope
cc:

DocuSign Envelope ID: 10CB9900-8FA8-4250-A5C2-30425700F184

Benton County Administration Building Tenant Improvement Project Kennewick, WA

Prepared for:

Benton County

July 2023

Prepared by:

MMEC
ARCHITECTURE ▪ INTERIORS

1 North Monroe St., Suite 200
Spokane, Washington 99201
(509) 624-6800

DocuSign Envelope ID: 10CB9900-8FA8-4250-A5C2-30425700F184

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DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.

1. Regulatory Requirements: Washington State Law and Benton County Procurement Leasing and Contracting Policy shall govern submittal, opening, and award of bids.

B. Project Identification: Benton County Administration Building Tenant Improvement Project

1. Project Location: 7122 West Okanogan Place, #E, Kennewick, WA 99336

C. Owner: Benton County 7122 West Okanogan Place, Kennewick, WA 99336

1. Owner's Representative: Robert Blain, (509) 736-2704, procurement@co.benton.wa.us

D. Architect: MMEC Architecture & Interiors, LLC, Tyler Troutman, (509) 624-6800 tyler@mmecarchitecture.com

E. Project Description:

1. Administration Building Tenant Improvement Project: This Project consists of the remodel of the Assessor's office area on the first floor and the build out of the unfinished portion of the second floor. Construction on the first floor will consist of remodeling an existing conference room into two individual offices. The build out of the second floor will consist of seven individual offices and a small kitchenette area.

a. Project cost is anticipated to be approximately $350,000.

F. Construction Contract:

1. AIA A104-2017 Standard Form of Agreement Between Owner & Contractor ("A104-2017 Agreement")

2. Bids will be received for the following Work: General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date:August 16, 2023.
2. Bid Time: 3:00 p.m., local time.
3. Location: Benton County Commissioners Office, 7122 W. Okanogan Place, Bldg. E; Suite #303, Kennewick, WA 99336 (3rd Floor of the Administration Building)

DocuSign Envelope ID: 10CB9900-8FA8-4250-A5C2-30425700F184

B. Bids will be thereafter publicly opened and read aloud in the Commissioners Hearing Room Bldg. E, Suite #303 on the 3rd Floor of the Administration Building.

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. Prebid Meeting: A Prebid meeting for all bidders will be held at Benton County Administration Building, 7122 W. Okanogan Place, Bldg. E, Suite #104, Kennewick, WA 99336 on August 9, 2023 at 1:30 p.m., local time. Prospective prime bidders are required to attend.

1. Bidders' Questions: Architect will provide responses at Prebid meeting to bidders' questions received up to two business days prior to conference.

1.5 DOCUMENTS

A. Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #8587846 on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for twenty-two dollars ($22.00) Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages as indicated in A104-2017 Agreement.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

B. Benton County reserves the right to request any other documentation necessary to verify Bidder's ability to meet the required criteria for a Responsible Bidder as set forth in Chapter 39.04 RCW.

DocuSign Envelope ID: 10CB9900-8FA8-4250-A5C2-30425700F184

1.8 NOTIFICATION

A. This Advertisement for Bids document is issued by Robert Blain, Director of Operations and Capital Programs, Benton County

END OF DOCUMENT 001113

DocuSign Envelope ID: 10CB9900-8FA8-4250-A5C2-30425700F184

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.

B. Project Identification: Benton County Administration Building Tenant Improvement

1. Project Location: 7122 West Okanogan Place, #E Kennewick, WA 99336

C. Owner: Benton County 7122 West Okanogan Place, Kennewick, WA 99336

1. Owner's Representative: Robert Blain, (509) 736-2704 procurement@co.benton.wa.us

D. Architect: MMEC Architecture & Interiors, LLC, Tyler Troutman, (509) 624-6800 tyler@mmecarchitecture.com

E. Project Description:

1. Administration Building Tenant Improvement Project: This Project consists of the remodel of the Assessor's office area on the first floor and the build out of the unfinished portion of the second floor. Construction on the first floor will consist of remodeling an existing conference room into two individual offices. The build out of the second floor will consist of seven individual offices and a small kitchenette area.

a. Project cost is anticipated to be approximately $350,000.

F. Construction Contract:

1. AIA A104-2017 Standard Form of Agreement Between Owner & Contractor ("A104-2017 Agreement").

2. Bids will be received for the following Work: General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: August 16, 2023.
2. Bid Time: 3:00 p.m., local time.
3. Location: Benton County Commissioners Office, 7122 W. Okanogan Place, Bldg. E; Suite #303, Kennewick, WA 99336 (3rd Floor of the Administration Building)

B. Bids will be thereafter publicly opened and read aloud in the Hearing Room #303 on the 3rd Floor of the Administration Building.

DocuSign Envelope ID: 10CB9900-8FA8-4250-A5C2-30425700F184

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. A pre-bid meeting for all bidders will be held at Benton County Administration Building, 7122 West Okanogan Place, Bldg. E, Suite #104 Kennewick, WA 99336 on August 9, 2023 at 1:30 p.m., local time. Prospective bidders are required to attend.

1.5 DOCUMENTS

A. Online Procurement and Contracting Documents: Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #8587846 on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for twenty-two dollars ($22.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages as stated in A104 Owner-Contractor Agreement.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

Dated this 7/20/2023 day of July, 2023.

Approved as to Form:

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...

LeeAnn Holt, Deputy Prosecuting Attorney
Benton County, Washington

END OF DOCUMENT 001116

DocuSign Envelope ID: 10CB9900-8FA8-4250-A5C2-30425700F184

SECTION 002100 – INSTRUCTIONS TO BIDDERS

1.1 CONSIDERATIONS

A. To be considered, Bids must be made in accordance with these Instructions to Bidders.

1.2 DOCUMENTS

A. Prime Bidders may obtain sets of documents as set forth in the Advertisement to Bid and Invitation to Bid. Incomplete, partial or single-page copies will not be issued.

1.3 DEFINITIONS

A. All definitions set forth in the General Provisions of the A104-2017 Agreement and in other parts of the Contract Documents are applicable to the Bidding Documents.

B. Addenda are written or graphic instruments issued by the Architect prior to execution of the Contract for Construction, which interpret or modify the Bidding Documents by additions, deletions, clarifications or corrections.

C. A Bid is a complete and properly executed proposal to do the Work or designated portion thereof for the sums stipulated therein. To be valid Bids must be submitted in accordance with Bidding Document requirements.

D. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Instructions to Bidders and other sample bidding and contract forms. The “Contract Documents” consist of the Agreement Between Owner and Contractor, which include the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to execution of the Contract.

E. A Bidder or Bonafide Bidder is a person or entity who submits a Bid.

F. A Sub-Bidder is a person or entity who submits a Bid to a Bidder for materials, labor or services for a portion of the Work.

1.4 BIDDER’S REPRESENTATIONS

A. Bidders shall carefully examine the documents and the site of the work to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions that can be determined by examining the site, existing structures, and documents

1. The Owner, in making documents available for bidding, confers no license or grant for any other use.

B. By submitting a Bid each Bidder represents that:

DocuSign Envelope ID: 10CB9900-8FA8-4250-A5C2-30425700F184

1. The Bidder has carefully examined the project site and the Bidding Documents, understands said documents, and its Bid is made in accordance therewith.

2. The Bid includes all costs to perform the work required by the contract documents considering all observable existing site and local conditions.

3. The Bidder is familiar with local labor conditions and state, local and federal regulations affecting the Work and has considered these factors in the preparation of its Bid.

4. The Bidder is satisfied that the proposed Contract Documents are adequate for purposes of providing and successfully completed the Work.

5. The Bidder/the Bidding Firm has adequate financial resources and will employ adequate numbers of qualified personnel to coordinate, schedule, supervise and perform the work in conformance with Contract Document requirements.

C. Asbestos-Free Materials: Bidder, if awarded a contract, hereby certifies and guarantees to the Owner that any products or materials sold, used or installed under the terms of the contract, will not contain any asbestos. In the event the product sold does not conform to the above standards, the Owner may return the product for correction or replacement at Bidder's option and at Bidder's expense. Services performed by the seller that do not conform to the above standards must be corrected by seller at seller's expense or make the appropriate correction within a reasonable time.

1.6 QUESTIONS

A. Submit questions about Contract Documents to Architect in writing to email address: tyler@mmecarchitecture.com. Written replies will become Addenda and be posted to the QuestCDN website. Bidders shall not rely upon any oral representations that are not reduced to writing and any such representations are not intended to become Addenda to the Bidding Documents. Owner and Architect will not be responsible for oral clarification. Questions received after August 10, 2023will not be answered. No Addenda will be issued less than 4 calendar days before the Bid opening except for Addenda announcing a Bid opening time extension.

1.7 SUBSTITUTIONS:

A. Specified materials, products and equipment indicated in the Bidding Documents establish a standard of required function, dimensions, appearance and quality to be met by any proposed substitution.

B. Where specific products and manufacturers are specified for any portion of the Work, such products and manufacturers shall be the basis for the Bid unless prior approval is granted by the Architect for substitution of products and/or manufacturer.

C. Bidders shall comply with the provisions of the Contract Documents in requesting prior approval for proposed substitutions.

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D. Requests for substitutions not in compliance with submittal requirements and not received by the Architect by August 10, 2023 will not be considered.

E. If the Architect approves, subject to limitations stated in the Contract Documents, any proposed substitution, such approval will be set forth in an Addendum. Approvals made in any other manner shall not be valid.

F. No substitutions will be considered after the contract award except as specifically provided for in the Contract Documents.

1.8 ADDENDA:

A. Addenda will be posted to www.questCDN.com . Addenda will be prepared and transmitted by the Architect. The Architect may elect to issue addenda by use of email.

1. Bidders are responsible for informing their Sub-Bidders of pertinent addenda provisions. Each Bidder is responsible for determining that they have received all addenda prior to submitting its Bid, and their receipt shall be acknowledged on the Bid form. Receipt of Addenda must be acknowledged on the Bid Form.

1.9 PREPARATION OF BID

A. Submit Bid on form furnished by Architect in the Bidding Documents, without alterations or recapitulation of work to be done. Fill in blank spaces on form. Sign in longhand. If Bidder is a partnership or co-partnership, each partner must sign, of a corporation or company, print the name of state of incorporation or formation and affix the legal signature of the person(s) authorized to bind said corporation or company to a contract.

1. Fill in all blanks in the Bid forms by typewriter or manually with ink. Where indicated, express sums in both words and numerals. In case of a discrepancy the amount written in words shall govern.
2. Any modification or erasures on the bid forms must be initialed by the Bidder.

B. Include all cost breakdowns requested on Bid Form. Failure to comply may be cause for rejection. No segregated Bids or assignments will be considered.

C. Registrations: All firms bidding this project shall be licensed by the State of Washington in conformance with RCW 18.27 and shall furnish state registration number.

D. Receipt of Documents: The failure or omission of a Bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve any Bidder from obligations with respect to the Bid or to the contract.

E. Bidder's attention is directed to the insurance requirements in the A104-2017 Agreement Owner-Contractor Agreement. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the

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availability of insurance policies and endorsements as prescribed and provided herein. If an apparent low Bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the contract.

F. The Bidder shall submit with the Bid a list of:

1. Subcontractors list in accordance with RCW 39.30.060 and
2. The work those subcontractors will perform on the contract.
   a. The Bidder shall not list more than one Subcontractor for each category of work identified, except, when Subcontractors vary with Bid alternates, in which case the Bidder shall identify which Subcontractor will be used for which alternate.
   b. If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

1.10 BID SUBMITTAL

A. Submit Bid, Bid security and any other required submittals in a sealed envelope. Identify envelope with the name of the project and the name of the Bidder. Submit Bid in accordance with Notice to Bidders. Delivery of Bid opening to place of Bid is the responsibility of the Bidder. Facsimile or email transmission of the Bid will not be accepted. Timely delivery of Bid to the location designated for receipt of the Bid is the responsibility of the Bidder.

1.11 MODIFICATIONS OR WITHDRAWAL OF BID

A. Modifications of Bids already received will be considered only if modification is made prior to scheduled closing time for receipt of Bid. Modifications must be signed by Bidder in the manner as required for the Bid. Telegraphic, telephone facsimile or other means of modifications will not be accepted. Delivery of modifications is the responsibility of the Bidder. Withdrawal of Bids may be accomplished at any time prior to the scheduled closing time for Bid opening if the notice of the withdrawal is made in writing and delivered to the clerk of the Board at the same location Bids are delivered.

B. Should a Bidder submit a Bid form with all spaces not filled, the Owner at its sole discretion may consider such Bid irregular and may reject the Bid. The Bidder agrees to hold the Owner harmless if the Bid is rejected.

1.12 AWARD & EXECUTION OF CONTRACT

A. It is the intent of the Owner to award a Contract to the lowest responsible Bidder as defined in RCW 39.04.350, provided the Bid has been submitted in accordance with Bidding Document Requirements.

B. Within ten (10) calendar days after the award date, the successful Bidder shall return the signed Contract, an insurance certification as required by the Contract, and satisfactory bonds as required below. Before execution of the contract by the County, the successful Bidder shall also provide any pre-award information the County may require under the contract. If the Bidder

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experiences circumstances beyond their control that prevents return of the Contract Documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of ten additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

C. The Owner reserves the right to reject any and/or all Bids or to make further calls for Bids in the same manner as the original call, or to waive any informalities.

D. Taxes, Permits, Fees:

1. Bid amounts, and the Contract sum, and any agreed variations thereof shall not include all taxes imposed by law. Sales Tax shall be collected from the Owner and will be paid to the State by the Contractor in conformance with the law. Contractor shall furnish proof of payment of all taxes required by law.
2. Bid amounts, and the Contract sum, shall include all fees for inspections required by public authorities including electrical permits, hook-up fees, temporary facility costs, fees and use charges, and licenses, except the building permit and plan check fees, which will be paid by the Owner.

E. Non-Discrimination:

1. As a condition of submitting a Bid for the project, Bidders and Sub Bidders, as applicable, agree to comply fully with requirements for nondiscrimination and employment of minorities per the laws of the State of Washington and other applicable State and Federal laws.

1.13 APPEAL OF INTENDED AWARD

A. Unsuccessful Bidders may protest the intended award of the contract to the Owner. The protest shall be submitted in writing within 2 days after the determination of the Owner of the apparent lowest responsible Bidder. The protest shall clearly state all of the facts upon which the protest is based. The Owner will respond in writing to the protest prior to the award of the Contract by the Owner. The response shall be the final decision of the Owner.

1.14 POST BID INFORMATION

A. A Bidder whose proposal is under consideration shall, upon request, promptly furnish satisfactory evidence of its financial resources, its experience, and the organization and equipment it has available for the performance of the contract, and shall submit to the Owner, if requested, a properly executed AIA Document A305, Contractor’s Qualification Statement.

B. Within seven (7) days of notification of selection for the award of a contract for the work, the Bidder shall submit the following information to the Owner:

1. A designation of the work to be performed by the Bidder with his own forces.
2. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the work.

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C. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents.

D. Prior to the award of the contract, the Owner will notify the Bidder in writing if the Owner has reasonable objection to any such proposed person or entity. If the Owner has a reasonable objection to any such proposed person or entity, the Bidder may, at his option: (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in his Bid price which is equal to or less than the original Bid price. If the Bidder fails or refuses to promptly submit an acceptable substitute person or entity with an adjustment in his Bid price which is equal to or less than the original Bid price, his Bid shall be deemed withdrawn, and the Owner shall consider the next low Bidder. In the event of either withdrawal or disqualification under this subparagraph, Bid security will not be forfeited, notwithstanding other provisions of the bidding documents.

E. Persons and entities proposed by the Bidder and to whom the Owner and the Architect have made no reasonable objection must be used for the work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

1.15 PERFORMANCE AND PAYMENT BONDS

A. The successful Bidder shall file with the Owner a performance and payment bond, in the full amount of the contract, including Washington State Sales Tax, on form(s) acceptable to the Owner, as security for faithful performance of the Contract and the payment of all persons supplying labor and materials for construction and to cover all guarantees against defective workmanship or materials, or both, as required by the Contract Documents. The surety furnishing these bonds shall have a sound financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Washington.

B. All bonds required in this invitation or under the contract documents shall be issued by a state authorized bonding company, licensed to transact business in Benton County and the State of Washington.

C. The attorney-in-fact (Resident Agent) who executes the bonds on behalf of the surety must attach a notarized copy of his power of attorney as evidence of his authority to bind the surety on the date of execution of the bonds.

END OF SECTION 002100

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DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of Bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a Bid, the Bidder represents that its Bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 9 days prior to date of Bid opening.
2. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web site.

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a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
2) Copies of current, independent third-party test data of salient product or system characteristics.
3) Samples where applicable or when requested by Architect.
4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

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DOCUMENT 003143 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Permit Application: The building permit for Project has been applied for by Architect and Owner.

END OF DOCUMENT 003143

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DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: _____.

B. Project Name: Benton County Administration Building Tenant Improvement Project

C. Project Location: 7122 W. Okanogan Place, Bldg. #E Kennewick, Washington.

D. Owner: Benton County

E. Owner Project Number: CB23-18

F. Architect: MMEC Architecture & Interiors, LLC, Tyler Troutman

G. Architect Project Number: 18.18.

1.2 CERTIFICATIONS AND BIDS

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by MMEC Architecture & Engineering and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Benton County Administration Building Tenant Improvement Project

1. _____ Dollars ($_____).
The above amount, which EXCLUDES WSST, may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of Bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or Bid Bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Bid amount above:

1. _____ Dollars ($_____).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or Bid bond.

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1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 60 calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.6 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond is required to be submitted with Bid.

1.7 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Kennewick, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 ASSURANCE OF NON DISCRIMINATION

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

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

1.9 NON COLLUSION DECLARATION

A. The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statements are true and correct:

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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.

1.10 CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

A. The undersigned 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 judgment entered by a court of limited or general jurisdiction.

1.11 REQUIRED PUBLIC WORKS TRAINING

A. The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the Bidder has had L & I training or are they exempt from said public works training.

1.12 SUBMISSION OF BID

A. Respectfully submitted this ____ day of _____, 2023.

B. Submitted By:_____(Name of bidding firm or corporation).

C. Authorized Signature:_____(Handwritten signature).

D. Signed By:_____(Type or print name).

E. Title:_____(Owner/Partner/President/Vice President).

F. Street Address:_____.

G. City, State, Zip:_____.

H. Phone:_____.

I. Email:_____.

J. License No.:_____.

K. UBI No.:_____.

L. Washington State Employment Security No.:_____.

M. Federal ID No.:_____(Affix Corporate Seal Here).

N. Unique Entity ID (UEI#): _____

END OF DOCUMENT 004113

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DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

A. A completed Bid Bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

A. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.

B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313

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DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

A. Bidder: _____.

B. Project Name: Benton County Administration Building Tenant Improvement Project

C. Project Location: 7122 West Okanogan Place, Bldg. E Kennewick, WA 99336

D. Owner: Benton County

E. Owner Project Number: CB23-18

F. Architect: MMEC Architecture & Interiors, LLC, Tyler Troutman

G. Architect Project Number: 18.18

1.2 BIDDER'S CHECKLIST

A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with Bid submittal requirements.

B. Attach this completed checklist to the outside of the Submittal envelope.

1. Used the Bid Form provided in the Contract Documents.
2. Prepared the Bid Form as required by the Instructions to Bidders.
3. Indicated on the Bid Form the Addenda received.
4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
5. Bid envelope shows name and address of the Bidder.
6. Bid envelope shows name of Project being Bid.

END OF DOCUMENT 004393

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PUBLIC WORKS PAYMENT BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **PROJECT NAME, Project No.,** in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

Informational Copy

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PUBLIC WORKS PERFORMANCE BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **PROJECT NAME, Project No.,** in Benton County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

Informational Copy

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DRAFT

AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« »« »Benton County
« »P.O. Box 1001
« »Prosser, WA 99350
« »Telephone Number: 509-736-2704

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

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

DRAFT

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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 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.

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[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« »)ninety (90) calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 2.3.2 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

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 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 of the following:
(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section 3.2 below

[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » ($ « »$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

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Item	Units and Limitations	Price per Unit ($0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price

§ 3.3 Cost of the Work Plus Contractor's Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4.3 Guaranteed Maximum Price
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » ($ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4.3.3 Unit Prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

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§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 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.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 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 certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the date fixed above, payment 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.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« »

§ 4.1.5 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.)

« » % « »

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

.4 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

§ 4.2.2 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:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 21.6 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] 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 in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

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Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

[« »] Exhibit A, Determination of the Cost of the Work.

[« »] 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

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

« »

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 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.

§ 7.4 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.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 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 will 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.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, 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 this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 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 and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

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.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, 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

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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 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.)

« »

§ 7.9.2 Notice of Claims 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.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the 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 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 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.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the 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 is 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.

§ 8.3 Owner's Right to Carry Out the Work

§ 8.3 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 to remedy any failure, defect, or damage within ten days of receiving notice or if the remedy continues to be inadequate or does not cure the defect or damage, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense. Such action by the Owner and amounts charged to the Contractor shall be discussed with and justified to the Architect and the Architect may, pursuant to Section 15.4.3, 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 the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the

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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 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the 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.

§ 9.1.2 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 8.1.2, 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.

§ 9.1.3 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.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 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, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 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.

§ 9.3 Labor and Materials

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

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 under normal usage. All other 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 15.6.3.

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§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

§ 9.6.2 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. 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.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 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 not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in

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the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 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.

§ 9.11 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up
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 material from and about the Project.

§ 9.13 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 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.

§ 9.15 Indemnification
§ 9.15.1 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 willful or 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 which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on 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.

ARTICLE 10 ARCHITECT
§ 10.1 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, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 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.

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§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction 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 safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 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.

§ 10.5 Based on the Architect's evaluations of the Work and 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.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will 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.

§ 10.8 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 will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 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 Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

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ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 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.

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 After consultation with the owner, the Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. 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.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

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§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) 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, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- **.1** the documents enumerated in Article 6, including all Modifications thereto;
- **.2** a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- **.3** a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- **.4** a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- **.5** a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 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 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all

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data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. 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.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 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 other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations 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 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.

§ 15.4.3 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 15.4.2 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 15.4.1. If the Contractor and the 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 9.2.2, 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 or equipment;

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.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.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 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 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.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 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.

§ 15.5.4 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 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.

§ 15.6 Substantial Completion

§ 15.6.1 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.

§ 15.6.2 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.

§ 15.6.3 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. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which 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.

§ 15.6.4 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.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 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 and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will

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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 stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 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.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 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. 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.

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3. 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 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 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of 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. 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 in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 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

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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 16.2.1 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.

§ 16.2.3 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 indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 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 this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » ($ « ») each occurrence, « » ($ « ») general aggregate, and « » ($ « ») 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.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than « » ($ « ») 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.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than « » ($ « ») each accident, « » ($ « ») each employee, and « » ($ « ») policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

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§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 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 this Section 17.1, 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.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance
§ 17.2.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance
§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with

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property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, 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.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 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 caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this 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, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 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.

§ 17.2.2.7.2 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 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance 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. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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§ 17.2.3 Other Insurance Provided by the Owner
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond
§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 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.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, 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 15.6.3, or by terms of an 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.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that 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 such assignment.

§ 19.2 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 21.6.

§ 19.3 Tests and Inspections
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an

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appropriate time. 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.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

« »Robert Blain
« »P.O. Box 1001
« »620 Market St.
« »Prosser, WA 99350
« »Telephone Number: 509-736-2704
« »procurement@co.benton.wa.us

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, and not in dispute, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or obtain lien releases therefrom, if applicable;
- **.3** 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.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

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§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 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 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

« »

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 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 18.2, shall be initiated by notice to the Architect 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.

§ 21.2.2 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 18.2, shall be initiated by notice to the other party.

§ 21.3 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 in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, 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 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.

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

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration 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 a Claim not described in the written Consent.

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

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 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

.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 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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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.

Dated:_____

for: Benton County

_____
Chairman

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated:_____

for:

_____
Signature

_____
Title:

_____
Print Name

_____
License Number

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.
8. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Benton County Administration Building Tenant Improvement Project

1. Project Location: 7122 West Okanogan Place, #E Kennewick, Washington

B. Owner: Benton County, 7122 West Okanogan Place, Kennewick, WA 99336

1. Owner's Representative: Robert Blain, (509) 736-2704, procurement@co.benton.wa.us

C. Architect: MMEC Architecture & Interiors, LLC, Tyler Troutman, (509) 624-6800, tyler@mmecarchitecture.com

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Electrical Engineering: Coffman Engineers, Kurt Niven, (509) 328-2994

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

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1. Administration Building Tenant Improvement Project: This Project consists of the remodel of the Assessor's office area on the first floor and the build out of the unfinished portion of the second floor. Construction on the first floor will consist of remodeling an existing conference room into two individual offices. The build out of the second floor will consist of seven individual offices and a small kitchenette area.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas indicated on the Drawings.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

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2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: None unless deemed necessary and agreed upon by both Owner and Contractor during construction.
2. Hours for Utility Shutdowns: prior to 8:00 a.m. or after 5:00 p.m.
3. Hours for Core Drilling or other miscellaneous activity: prior to 8:00 a.m. or after 5:00 p.m.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

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E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.

F. Employee Identification: Owner will provide identification badge for Contractor personnel working on Project site. Require personnel to use identification badge at all times.

G. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

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d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

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PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

    a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    b. Substitution request is fully documented and properly submitted.
    c. Requested substitution will not adversely affect Contractor's construction schedule.
    d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    e. Requested substitution is compatible with other portions of the Work.
    f. Requested substitution has been coordinated with other portions of the Work.
    g. Requested substitution provides specified warranty.
    h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

    a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    b. Requested substitution does not require extensive revisions to the Contract Documents.
    c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    d. Substitution request is fully documented and properly submitted.
    e. Requested substitution will not adversely affect Contractor's construction schedule.
    f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    g. Requested substitution is compatible with other portions of the Work.
    h. Requested substitution has been coordinated with other portions of the Work.

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i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail."

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

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1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail."

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

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1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Prevailing Wage Rates: 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 https://secure.lni.wa.gov/wagelookup/wageupdatepublication.aspx?PubCtlId=167

The publication date to use is August 16, 2023.

The public works project is located in Benton County.

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A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Administration Building, 7122 W Okanogan Place, Ste. #E330, Kennewick, WA 99336 Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Procurement Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5600 or (509)736-3080 or by email at procurement@co.benton.wa.us .

C. Payment Application Times: Submit Application for Payment to Architect by the fifth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

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G. Transmittal: Submit electronic copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

I. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Sustainable design submittal for project materials cost data.
4. Contractor's construction schedule (preliminary if not final).
5. Products list (preliminary if not final).
6. Sustainable design action plans.
7. Schedule of unit prices.
8. Submittal schedule (preliminary if not final).
9. List of Contractor's staff assignments.
10. List of Contractor's principal consultants.
11. Copies of building permits.
12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
13. Initial progress report.

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14. Report of preconstruction conference.
15. Certificates of insurance and insurance policies.
16. Performance and payment bonds.
17. Data needed to acquire Owner's insurance.
18. Approved Statement of Intent to Pay Prevailing Wages

K. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 10 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

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1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

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1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

    a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    e. Indicate required installation sequences.
    f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:

    a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:

    a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
    b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.

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c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
d. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire-Protection System: Show the following:

a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: DWG, Version 2014, operating in Microsoft Windows operating system.
2. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
b. Digital Data Software Program: Drawings are available in AutoCAD Version 2014.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.

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6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: AIA Document G716.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Architect's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.

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5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:

a. Tentative construction schedule.
b. Phasing.
c. Critical work sequencing and long-lead items.
d. Designation of key personnel and their duties.
e. Lines of communications.
f. Procedures for processing field decisions and Change Orders.
g. Procedures for RFIs.
h. Procedures for testing and inspecting.
i. Procedures for processing Applications for Payment.
j. Distribution of the Contract Documents.
k. Submittal procedures.
l. Preparation of record documents.
m. Use of the premises and existing building.
n. Work restrictions.
o. Working hours.

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p. Owner's occupancy requirements.
q. Responsibility for temporary facilities and controls.
r. Procedures for moisture and mold control.
s. Procedures for disruptions and shutdowns.
t. Construction waste management and recycling.
u. Parking availability.
v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. First aid.
y. Security.
z. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than five days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

a. Preparation of record documents.
b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
c. Submittal of written warranties.
d. Requirements for preparing operations and maintenance data.
e. Requirements for delivery of material samples, attic stock, and spare parts.
f. Requirements for demonstration and training.
g. Preparation of Contractor's punch list.
h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
i. Submittal procedures.
j. Owner's partial occupancy requirements.
k. Installation of Owner's furniture, fixtures, and equipment.
l. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Conduct progress meetings at weekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these

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meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site utilization.
        8) Temporary facilities and controls.
        9) Progress cleaning.
        10) Quality and work standards.
        11) Status of correction of deficient items.
        12) Field observations.
        13) Status of RFIs.
        14) Status of proposal requests.
        15) Pending changes.
        16) Status of Change Orders.
        17) Pending claims and disputes.
        18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these

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meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    c. Review present and future needs of each contractor present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site utilization.
        8) Temporary facilities and controls.
        9) Work hours.
        10) Hazards and risks.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required

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to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

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2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 10 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Name of subcontractor.
    g. Name of supplier.
    h. Name of manufacturer.
    i. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

    j. Number and title of appropriate Specification Section.
    k. Drawing number and detail references, as appropriate.
    l. Location(s) where product is to be installed, as appropriate.
    m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

    a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.

    a. Transmittal Form for Paper Submittals: Use AIA Document G810.

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b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

1) Project name.
2) Date.
3) Destination (To:).
4) Source (From:).
5) Name and address of Architect.
6) Name of Construction Manager.
7) Name of Contractor.
8) Name of firm or entity that prepared submittal.
9) Names of subcontractor, manufacturer, and supplier.
10) Category and type of submittal.
11) Submittal purpose and description.
12) Specification Section number and title.
13) Specification paragraph number or drawing designation and generic name for each of multiple items.
14) Drawing number and detail references, as appropriate.
15) Indication of full or partial submittal.
16) Transmittal number.
17) Submittal and transmittal distribution record.
18) Remarks.
19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

F. Options: Identify options requiring selection by Architect.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

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2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.

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e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:

a. PDF electronic file.
b. Two opaque (bond) copies of each submittal. Architect will return one copy(ies).

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.

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e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:

    a. PDF electronic file.

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F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

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T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

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B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

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SECTION 013516 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes special procedures for alteration work.

1.2 DEFINITIONS

A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.

B. Consolidate: To strengthen loose or deteriorated materials in place.

C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.

D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.

F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.

K. Retain: To keep existing items that are not to be removed or dismantled.

L. Strip: To remove existing finish down to base material unless otherwise indicated.

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1.3 COORDINATION

A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.

1. Schedule construction operations in sequence required to obtain best Work results.
2. Coordinate sequence of alteration work activities to accommodate the following:

    a. Owner's continuing occupancy of portions of existing building.
    b. Owner's partial occupancy of completed Work.
    c. Other known work in progress.
    d. Tests and inspections.

3. Detail sequence of alteration work, with start and end dates.
4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
5. Use of elevator and stairs.
6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.

B. Pedestrian Circulation: Coordinate alteration work with circulation patterns within Project building(s) and site. Some work is near circulation patterns. Circulation patterns cannot be closed off entirely and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

1.4 PROJECT MEETINGS FOR ALTERATION WORK

A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.

1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, specialists, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:

    a. Alteration Work Subschedule: Discuss and finalize; verify availability of materials, specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
    b. Fire-prevention plan.
    c. Governing regulations.
    d. Areas where existing construction is to remain and the required protection.
    e. Hauling routes.
    f. Sequence of alteration work operations.
    g. Storage, protection, and accounting for salvaged and specially fabricated items.

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h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
i. Qualifications of personnel assigned to alteration work and assigned duties.
j. Requirements for extent and quality of work, tolerances, and required clearances.
k. Embedded work such as flashings and lintels, special details, collection of waste, protection of occupants and the public, and condition of other construction that affects the Work or will affect the work.

3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at weekly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, Architect, and Contractor, each specialist, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of alteration work activities shall be represented at these meetings. All participants at conference shall be familiar with Project and authorized to conclude matters relating to alteration work.
2. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.

a. Alteration Work Subschedule: Review progress since last coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited with retention of quality; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities are completed within the Contract Time.
b. Schedule Updating: Revise Contractor's Alteration Work Subschedule after each coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. Review present and future needs of each entity present, including review items listed in the "Preliminary Conference for Alteration Work" Paragraph in this article and the following:

1) Interface requirements of alteration work with other Project Work.
2) Status of submittals for alteration work.
3) Access to alteration work locations.
4) Effectiveness of fire-prevention plan.
5) Quality and work standards of alteration work.
6) Change Orders for alteration work.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

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1.5 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner where directed.

1.6 INFORMATIONAL SUBMITTALS

A. Alteration Work Subschedule:

1. Submit alteration work subschedule within seven days of date established for commencement of alteration work.

B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration work operations.

C. Alteration Work Program: Submit 5 days before work begins.

D. Fire-Prevention Plan: Submit 5 days before work begins.

1.7 QUALITY ASSURANCE

A. Specialist Qualifications: An experienced firm regularly engaged in specialty work similar in nature, materials, design, and extent to alteration work as specified in each Section and that has completed a minimum of five recent projects with a record of successful in-service performance that demonstrates the firm's qualifications to perform this work.

1. Field Supervisor Qualifications: Full-time supervisors experienced in specialty work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on-site when specialty work begins and during its progress. Supervisors shall not be changed during Project except for causes beyond the control of the specialist firm.

B. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

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C. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.

D. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

1.8 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Salvaged Materials:

1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

B. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.
3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

E. Storage Space:

1. Owner will arrange for limited on-site location(s) for free storage of salvaged material. This storage space security for stored material.

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2. Arrange for off-site locations for storage and protection of salvaged material that cannot be stored and protected on-site.

1.9 FIELD CONDITIONS

A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of .

1. Comply with requirements specified in Section 013233 "Photographic Documentation."

B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

C. Size Limitations in Existing Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within existing spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
3. Erect temporary barriers to form and maintain fire-egress routes.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

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C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated. Perform duties titled "Owner's Responsibility for Fire Protection."
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.

a. If combustible material cannot be removed, provide fire blankets to cover such materials.

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:

1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.

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3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:

    a. Train each fire watch in the proper operation of fire-control equipment and alarms.
    b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
    c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
    d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
    e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.

C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.

1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 PROTECTION DURING APPLICATION OF CHEMICALS

A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.

B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.

C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.

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D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.

E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.4 GENERAL ALTERATION WORK

A. Have specialty work performed only by qualified specialists.

B. Ensure that supervisory personnel are present when work begins and during its progress.

C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

C. Related Requirements:

1. Section 012100 "Allowances" for testing and inspecting allowances.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

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E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data : For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

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2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

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5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

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1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

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5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

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H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

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1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.abma.com.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.

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37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.
52. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.pbmdf.com.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; www.eciaonline.org.
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; www.eima.com.
76. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; www.evo-world.org.
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.

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82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
83. FM Approvals - FM Approvals LLC; www.fmglobal.com.
84. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
85. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
86. FSA - Fluid Sealing Association; www.fluidsealing.com.
87. FSC - Forest Stewardship Council U.S.; www.fscus.org.
88. GA - Gypsum Association; www.gypsum.org.
89. GANA - Glass Association of North America; www.glasswebsite.com.
90. GS - Green Seal; www.greenseal.org.
91. HI - Hydraulic Institute; www.pumps.org.
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
94. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
95. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
96. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
97. IAS - International Accreditation Service; www.iasonline.org.
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
100. ICC - International Code Council; www.iccsafe.org.
101. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
102. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
103. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
104. IEC - International Electrotechnical Commission; www.iec.ch.
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
109. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
110. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
111. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
116. ISO - International Organization for Standardization; www.iso.org.
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; www.itu.int/home.
119. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
120. LMA - Laminating Materials Association; (See CPA).
121. LPI - Lightning Protection Institute; www.lightning.org.
122. MBMA - Metal Building Manufacturers Association; www.mbma.com.
123. MCA - Metal Construction Association; www.metalconstruction.org.
124. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
125. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.

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126. MHIA - Material Handling Industry of America; www.mhia.org.
127. MIA - Marble Institute of America; www.marble-institute.com.
128. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
129. MPI - Master Painters Institute; www.paintinfo.com.
130. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
131. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
132. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
133. NADCA - National Air Duct Cleaners Association; www.nadca.com.
134. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
135. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
136. NBI - New Buildings Institute; www.newbuildings.org.
137. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
138. NCMA - National Concrete Masonry Association; www.ncma.org.
139. NEBB - National Environmental Balancing Bureau; www.nebb.org.
140. NECA - National Electrical Contractors Association; www.necanet.org.
141. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
142. NEMA - National Electrical Manufacturers Association; www.nema.org.
143. NETA - InterNational Electrical Testing Association; www.netaworld.org.
144. NFHS - National Federation of State High School Associations; www.nfhs.org.
145. NFPA - National Fire Protection Association; www.nfpa.org.
146. NFPA - NFPA International; (See NFPA).
147. NFRC - National Fenestration Rating Council; www.nfrc.org.
148. NHLA - National Hardwood Lumber Association; www.nhla.com.
149. NLGA - National Lumber Grades Authority; www.nlga.org.
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
151. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
152. NRCA - National Roofing Contractors Association; www.nrca.net.
153. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
154. NSF - NSF International; www.nsf.org.
155. NSPE - National Society of Professional Engineers; www.nspe.org.
156. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
157. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
158. NWFA - National Wood Flooring Association; www.nwfa.org.
159. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
160. PDI - Plumbing & Drainage Institute; www.pdionline.org.
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
162. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
163. RFCI - Resilient Floor Covering Institute; www.rfci.com.
164. RIS - Redwood Inspection Service; www.redwoodinspection.com.
165. SAE - SAE International; www.sae.org.
166. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
167. SDI - Steel Deck Institute; www.sdi.org.
168. SDI - Steel Door Institute; www.steeldoor.org.
169. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
171. SIA - Security Industry Association; www.siaonline.org.

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172. SJI - Steel Joist Institute; www.steeljoist.org.
173. SMA - Screen Manufacturers Association; www.smainfo.org.
174. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
175. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
176. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
177. SPIB - Southern Pine Inspection Bureau; www.spib.org.
178. SPRI - Single Ply Roofing Industry; www.spri.org.
179. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
180. SSINA - Specialty Steel Industry of North America; www.ssina.com.
181. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
182. STI - Steel Tank Institute; www.steeltank.com.
183. SWI - Steel Window Institute; www.steelwindows.com.
184. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
185. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
186. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
187. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
190. TMS - The Masonry Society; www.masonrysociety.org.
191. TPI - Truss Plate Institute; www.tpinst.org.
192. TPI - Turfgrass Producers International; www.turfgrasssod.org.
193. TRI - Tile Roofing Institute; www.tileroofing.org.
194. UL - Underwriters Laboratories Inc.; www.ul.com.
195. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
196. USAV - USA Volleyball; www.usavolleyball.org.
197. USGBC - U.S. Green Building Council; www.usgbc.org.
198. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
199. WASTEC - Waste Equipment Technology Association; www.wastec.org.
200. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
201. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
202. WDMA - Window & Door Manufacturers Association; www.wdma.com.
203. WI - Woodwork Institute; www.wicnet.org.
204. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
205. WWPA - Western Wood Products Association; www.wwpa.org.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. ICC - International Code Council; www.iccsafe.org.
2. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

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1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.

    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste handling procedures.
5. Other dust-control measures.

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1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

B. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

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1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

E. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.

a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on

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completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

G. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 321216 "Asphalt Paving."

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

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E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

E. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
2. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.

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3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
4. Insulate partitions to control noise transmission to occupied areas.
5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
6. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.

F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of

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exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.

c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.
2. Section 014200 "References" for applicable industry standards for products specified.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

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2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

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7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

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B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
    b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

    a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

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2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.3 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

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3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

    a. Primary operational systems and equipment.
    b. Fire separation assemblies.
    c. Air or smoke barriers.
    d. Fire-suppression systems.
    e. Mechanical systems piping and ducts.
    f. Control systems.
    g. Communication systems.
    h. Fire-detection and -alarm systems.
    i. Conveying systems.
    j. Electrical wiring systems.
    k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

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a. Water, moisture, or vapor barriers.
b. Membranes and flashings.
c. Exterior curtain-wall construction.
d. Sprayed fire-resistive material.
e. Equipment supports.
f. Piping, ductwork, vessels, and equipment.
g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

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1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

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3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.

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3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

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5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

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2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

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I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 017300 "Execution" for progress cleaning of Project site.
2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

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1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.

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10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

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a. Project name.
b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

4. Submit list of incomplete items in the following format:

a. Three paper copies. Architect will return two copies.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Contract Documents.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

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PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Remove snow and ice to provide safe access to building.
    f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    h. Sweep concrete floors broom clean in unoccupied spaces.
    i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    k. Remove labels that are not permanent.
    l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    q. Leave Project clean and ready for occupancy.

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C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.2 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
b. Enable inserted reviewer comments on draft submittals.

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2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

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1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Contract Documents.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

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a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Contract Documents.
3. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.

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2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

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E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Contract Documents and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent,

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and cross-reference Specification Section number and title in Contract Documents and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

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PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:

1) Submit PDF electronic files of scanned record prints and one of file prints.

b. Final Submittal:

1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

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D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

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4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
2. Format: DWG, Version 2014, Microsoft Windows operating system.
3. Format: Annotated PDF electronic file with comment function enabled.
4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
5. Refer instances of uncertainty to Architect for resolution.
6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

    a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
    b. Architect will provide data file layer information. Record markups in separate layers.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.

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c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

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PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

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SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

B. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up. See requirements in Section 012200 "Unit Prices."

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.3 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of Project.
b. Name and address of videographer.
c. Name of Architect.

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d. Name of Construction Manager.
e. Name of Contractor.
f. Date of video recording.

2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

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PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project record documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Shutdown instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.
    f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

    a. Startup procedures.
    b. Equipment or system break-in procedures.
    c. Routine and normal operating instructions.
    d. Regulation and control procedures.
    e. Control sequences.

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f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

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3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least 14 days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

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BENTON COUNTY ADMINISTRATION BUILDING TENANT IMPROVEMENT

COUNTY OF BENTON

CONSTRUCTION DOCUMENTS - JUNE 14, 2023

BUILDING INFORMATION

NAME OF PROJECT: **BENTON COUNTY ADMINISTRATION BUILDING**

STREET ADDRESS: 7122 WEST OKANOGAN PLACE #D
KENNEWICK, WA 99336

OWNER: **COUNTY OF BENTON**
7122 WEST OKANOGAN PLACE #A
KENNEWICK, WA 99336
ROBERT BLAIN
509.736.2704

ARCHITECT: **MMEC ARCHITECTURE & INTERIORS**
1 NORTH MONROE STREET, SUITE 200
SPOKANE, WA 99201
HEIDI PIERCE
509.624.6800

MECHANICAL: **MSI ENGINEERS**
108 NORTH WASHINGTON STREET, SUITE 505
SPOKANE, WA 99201
NATALIE JOHNSTON
509.624.1050

ELECTRICAL: **COFFMAN ENGINEERS**
10 NORTH POST STREET, SUITE 500
SPOKANE, WA 99201
KURT NIVEN
509.328.2994

PROJECT SCOPE: TENANT IMPROVEMENT

JURISDICTION: CITY OF KENNEWICK

BUILDING CODES: 2018 INTERNATIONAL BUILDING CODE

PARCEL NUMBER: 13299200010005

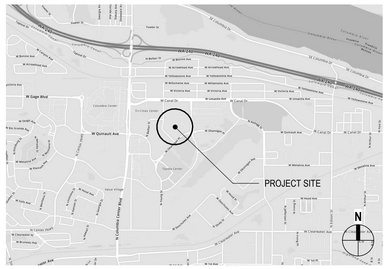
OCCUPANCY GROUP: GROUP B & GROUP A-3

CONSTRUCTION TYPE: IIB (SPRINKLERED)

PROJECT NOTES

1. MEET ALL REQUIREMENTS OF APPLICABLE BUILDING CODES AND REGULATIONS AND AUTHORITIES HAVING JURISDICTION. INCLUDING BUT NOT LIMITED TO IBC, NEC AND ADA.
2. REVIEW ALL CONTRACT DOCUMENTS AND FIELD CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPACNCIES WITHIN THE DOCUMENTS AND/OR BETWEEN THE DOCUMENTS AND FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND OWNER AND SHALL BE RESOLVED BEFORE PROCEEDING.
3. ALL MATERIALS ARE TO BE OF HIGH QUALITY AND MATCH BUILDING STANDARD MATERIALS UNLESS OTHERWISE NOTED. ALL WORKMANSHIP IS TO BE EQUAL TO BEST STANDARDS OF PRACTICE.
4. DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS SHALL ALWAYS GOVERN.
5. CONTRACTOR TO PROVIDE FREQUENT DEBRIS REMOVAL AND CLEAN UP OF THEIR OWN WORK THROUGHOUT THE COURSE OF THE PROJECT.
6. CONTRACTOR TO PROTECT ALL UTILITIES, BUILDING AND SITE COMPONENTS NOT RELATED TO THIS WORK.

VICINITY MAP



ABBREVIATIONS

ACOU	ACOUSTICAL
ACP	ACOUSTICAL CEILING PANEL
ACT	ACOUSTICAL CEILING TILE
ADA	AMERICAN DISABILITIES ACT
ADJ	ADJUSTABLE
A/E	ARCHITECT / ENGINEER
AFF	ABOVE FINISHED FLOOR
AHJ	AUTHORITY HAVING JURISDICTION
ALUM	ALUMINUM
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
AWT	ACOUSTICAL WALL TREATMENT
BD	BOARD
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BO	BOTTOM OF
BOT	BOTTOM
CAB	CABINET
CER	CERAMIC
CG	CORNER GUARD
CH	COAT HOOK
CIP	CAST-IN-PLACE CONCRETE
CJ	CONTROL JOINT
℄	CENTER LINE
CLG	CEILING
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
CONTR	CONTRACTOR
CORR	CORRIDOR
CONST	CONSTRUCTION
COW	COMPUTERS ON WHEELS
CPT	CARPET
CT	CERAMIC TILE
CW	COLD WATER
DBL	DOUBLE
DEMO	DEMOLITION
DIA	DIAMETER
DIM	DIMENSION
DN	DOWN
DTL	DETAIL
DW	DISHWASHER
DWG	DRAWING
E	EAST
EA	EACH
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM
EJ	EXPANSION JOINT
ELEC	ELECTRICAL
ELEV	ELEVATION
ELV	ELEVATOR
EM	ENTRY MAT
ENCL	ENCLOSURE
EQ	EQUAL
EQUIP	EQUIPMENT
EXIST	EXISTING
EXP	EXPOSED
EXT	EXTERIOR
FA	FIRE ALARM
FD	FLOOR DRAIN
FDTN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FACTORY FINISH
FFE	FURNITURE, FIXTURES, AND EQUIPMENT
FIN	FINISH
FLR	FLOOR
FLUOR	FLUORESCENT
FOF	FACE OF FINISH
FP	FIRE PROOF
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FOOT / FEET
FTG	FOOTING
GA	GAUGE
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GEN	GENERAL
GLAZ	GLASS / GLAZING
GLB	GLU-LAM BEAM
GYP	GYPSUM
HDWE	HARDWARE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HT	HEIGHT
HW	HOT WATER
IBC	INTERNATIONAL BUILDING CODE
IDR	INTERNALLY DRAINED ROOF
INSUL	INSULATION
INT	INTERIOR
IRP	IMPACT RESISTANT PANEL
JT	JOINT
LAM	LAMINATE
LAV	LAVATORY
LIN	LINOLEUM
LT	LIGHT
MATL	MATERIAL
MAS	MASONRY
MAX	MAXIMUM
MECH	MECHANICAL
MEZZ	MEZZANINE
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MM	MILLIMETER
MP	METAL PANEL
MTD	MOUNTED
MTL	METAL
MW	MICROWAVE
N	NORTH
NIC	NOT IN CONTRACT
NOM	NOMINAL
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OCC	OCCUPANCY
OFF	OFFICE
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
OPP	OPPOSITE
P	PAINT
PERF	PERFORATED
PL	PLASTIC LAMINATE
PR	PAIR
PROJ SCR	PROJECTION SCREEN
PT	PRESSURE TREATED
PTD	PAPER TOWEL DISPENSER
QT	QUARRY TILE
RAD	RADIUS
RB	RESILIENT BASE
RD	ROOF DRAIN
REINF	REINFORCED
REQ	REQUIRED
RM	ROOM
R&S	ROD & SHELF
S	SOUTH
SC	SEALED CONCRETE
SCD	SEAT COVER DISPENSER
SCHED	SCHEDULE
SD	SOAP DISPENSER
SECT	SECTION
SF	SQUARE FEET
SHT	SHEET
SIM	SIMILAR
SND	SANITARY NAPKIN DISPENSER
SNR	SANITARY NAPKIN RECEPTACLE
SPEC	SPECIFICATION(S)
SS	STAINLESS STEEL
SSC	SOLID SURFACE COUNTERTOP
ST	STONE
STD	STANDARD
STL	STEEL
STOR	STORAGE
STRUC	STRUCTURAL
SUSP	SUSPENDED
SV	SHEET VINYL
TEL	TELEPHONE
TO	TOP OF
TPD	TOILET PAPER DISPENSER
TV	TELEVISION
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VEST	VESTIBULE
VIF	VERIFY IN FIELD
VWC	VINYL WALL COVERING
W	WEST
W/	WITH
WD	WOOD
W/D	WASHER / DRYER
WM	WALL MAT
W/O	WITHOUT

PLAN/SECTION LEGEND

- ELEVATION
- SECTION
- ENLARGED PLAN / DETAIL
- DOOR NUMBER
- WINDOW TYPE
- KEYNOTE
- WALL TYPE
- SPOT ELEVATION
- SIGNAGE
- 1-HOUR RATED FIRE BARRIER
- 2-HOUR RATED FIRE BARRIER

DRAWING INDEX:

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G0.00 COVER SHEET

ARCHITECTURAL

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A2.22 LEVEL 2

MECHANICAL

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M2.11 PLANS
M5.01 DETAILS

ELECTRICAL

E0.01 ABBREVIATIONS, GENERAL NOTES, SYMBOLS
E1.11 ELECTRICAL PLAN - LEVEL 1
E1.21 ELECTRICAL PLAN - LEVEL 2
E5.01 ELECTRICAL DETAILS
E7.21 PANEL SCHEDULES

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10271 REGISTERED ARCHITECT HEIDI LYNN PIERCE STATE OF WASHINGTON

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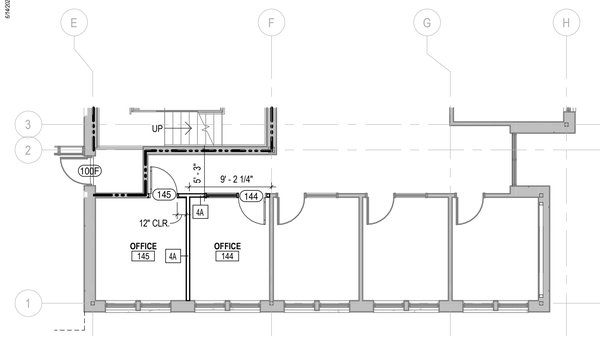
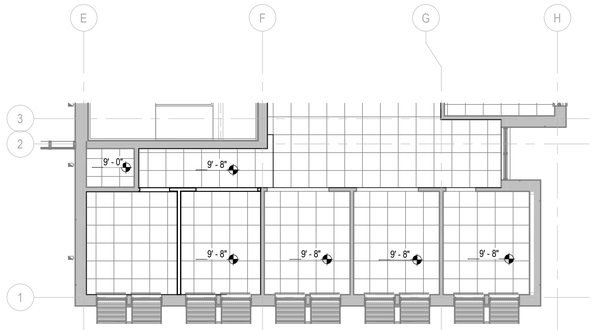


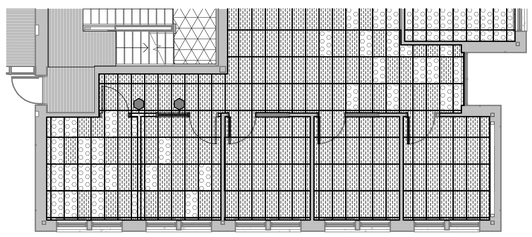
1 FLOOR PLAN - LEVEL 1

SCALE: 1/8" = 1'-0"



2 RCP - LEVEL 1

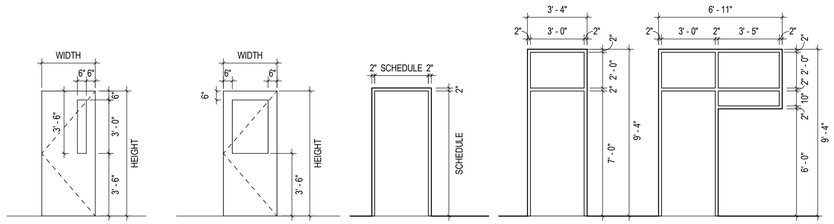
SCALE: 1/8" = 1'-0"



3 FINISH PLAN - LEVEL 1

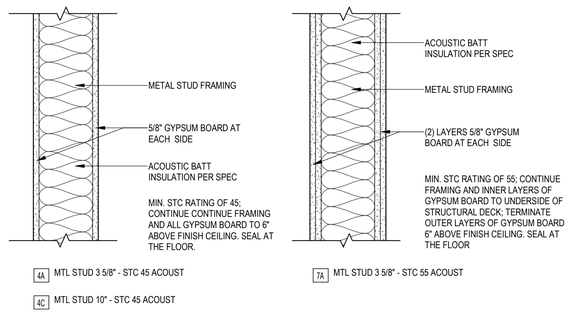
SCALE: 1/8" = 1'-0"

DOOR SCHEDULE - TI															
		PANEL						FRAME							
				SIZE (NOM.)						DETAIL					
NO.	ROOM NAME	TYPE	MTRL	WIDTH	HEIGHT	THICK	GLAZ TYPE	TYPE	MTRL	HEAD	JAMB(S)	SILL	HDWE SET NO	FIRE LABEL	REMARKS
144	OFFICE	D	WD	3'-0"	7'-0"	1 3/4"		4	HM	11, 12, & 13/A8.12	11/A8.12		17		
145	OFFICE	D	WD	3'-0"	7'-0"	1 3/4"		3	HM	11 & 13/A8.12	11/A8.12		26		
210B	OPEN OFFICE	B	WD	3'-0"	7'-0"	1 3/4"		1	HM	11, 12, 13/A8.12			14		
212	OFFICE	D	WD	3'-0"	7'-0"	1 3/4"		4	HM	11, 12, & 13/A8.12	11/A8.12		17		
213	OFFICE	D	WD	3'-0"	7'-0"	1 3/4"		4	HM	11, 12, & 13/A8.12	11/A8.12		17		
214	OFFICE	D	WD	3'-0"	7'-0"	1 3/4"		3	HM	11 & 13/A8.12	11/A8.12		26		
215	OFFICE	D	WD	3'-0"	7'-0"	1 3/4"		4	HM	11, 12, & 13/A8.12	11/A8.12		26		
216	OFFICE	D	WD	3'-0"	7'-0"	1 3/4"		4	HM	11, 12, & 13/A8.12	11/A8.12		26		
217	OFFICE	D	WD	3'-0"	7'-0"	1 3/4"		4	HM	11, 12, & 13/A8.12	11/A8.12		26		
218	OFFICE	D	WD	3'-0"	7'-0"	1 3/4"		4	HM	11, 12, & 13/A8.12	11/A8.12		26		



4 DOOR PANEL & FRAME TYPES

SCALE: 1/4" = 1'-0"



5 WALL TYPES

SCALE: 1 1/2" = 1'-0"

ROOM FINISH SCHEDULE - TI								
				WALLS				
ROOM NO	ROOM NAME	FLOOR	BASE	N	E	S	W	COMMENTS
144	OFFICE	EXISTING	WD-1	P-2	P-2	P-2	P-2	
145	OFFICE	EXISTING	WD-1	P-2	P-2	P-2	P-2	
210	OPEN OFFICE	SC	RB-1	P-2	P-2	P-2	P-2	
212	OFFICE	CPT-1	RB-1	P-2	P-2	P-2	P-2	
213	OFFICE	CPT-1	RB-1	P-2	P-2	P-2	P-2	
214	OFFICE	CPT-1	RB-1	P-2	P-2	P-2	P-2	
215	OFFICE	CPT-1	RB-1	P-2	P-2	P-2	P-2	
216	OFFICE	CPT-1	RB-1	P-2	P-2	P-2	P-2	
217	OFFICE	CPT-1	RB-1	P-2	P-2	P-2	P-2	
218	OFFICE	CPT-1	RB-1	P-2	P-2	P-2	P-2	

SIGNAGE SCHEDULE - TI					
ROOM NO.	MT	QUANTITY	DID #	TEXT	REMARKS
144	W	1	1	144	SLIDE IN TEXT
145	W	1	1	145	SLIDE IN TEXT
212	W	1	1	212	SLIDE IN TEXT
213	W	1	1	213	SLIDE IN TEXT
214	W	1	1	214	SLIDE IN TEXT
215	W	1	1	215	SLIDE IN TEXT
216	W	1	1	216	SLIDE IN TEXT
217	W	1	1	217	SLIDE IN TEXT
218	W	1	1	218	SLIDE IN TEXT

GENERAL NOTES: TI

NOTE: THESE DRAWINGS REFERENCE INFORMTION FOUND IN PREVIOUS BENTON COUNTY ADMINISTRATION BUILDING DRAWINGS PERMIT NO. BLD-2019-02977, DATED OCTOBER 14, 2019.

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2. COORDINATE WITH MECHANICAL, PLUMBING, AND FIRE PROTECTION FOR ALL DUCT AND SHAFT LOCATIONS.
3. SEE PLUMBING SHEETS FOR FIXTURE INFORMATION.

KEYNOTE LEGEND

FINISH LEGEND

CPT-1 SHAW, HAND DRAWN FINE POINT TILE 5T113, CHARCOAL 13557
P-2 SHERWIN WILLIAMS, MINDFUL GRAY SW7016
PL-1 WILSONART, KENSINGTON MAPLE 10776-60
PL-3 WILSONART, WHITE CASCADE 5003-38
RB-1 JOHNSONITE, 4" COVE BASE, BURNT UMBER 163

HARDWARE SCHEDULE

HW 14

3	EA	HINGE	BB5000-450N	626	BOM
1	EA	CLASSROOM LOCK	64 8237 ETA	626	SAR
1	EA	SURFACE CLOSER	351-P10	689	SAR
1	EA	WALL STOP	WS402CCV	626	IVE
3	EA	SILENCER	SR64	GRY	IVE

HW17

3	EA	HINGE	BB5000-450	652	BOM
1	EA	CLASSROOM LOCK	64 8237 ETA	626	SAR
1	EA	WALL STOP	WS402CCV	626	IVE
3	EA	SILENCER	SR64	GRY	IVE

HW26

3	EA	HINGE	BB5000-450	652	BOM
1	EA	CLASSROOM LOCK	64 8237 ETA	626	SAR
1	EA	WALL STOP	WS402CCV	626	IVE
1	SET	SEALS	3S773D	DKB	PEM

REVISIONS

10271 REGISTERED ARCHITECT
HEIDI LYNN PIERCE
STATE OF WASHINGTON

LEVEL 1

BENTON COUNTY ADMINISTRATION BUILDING TENANT IMPROVEMENT
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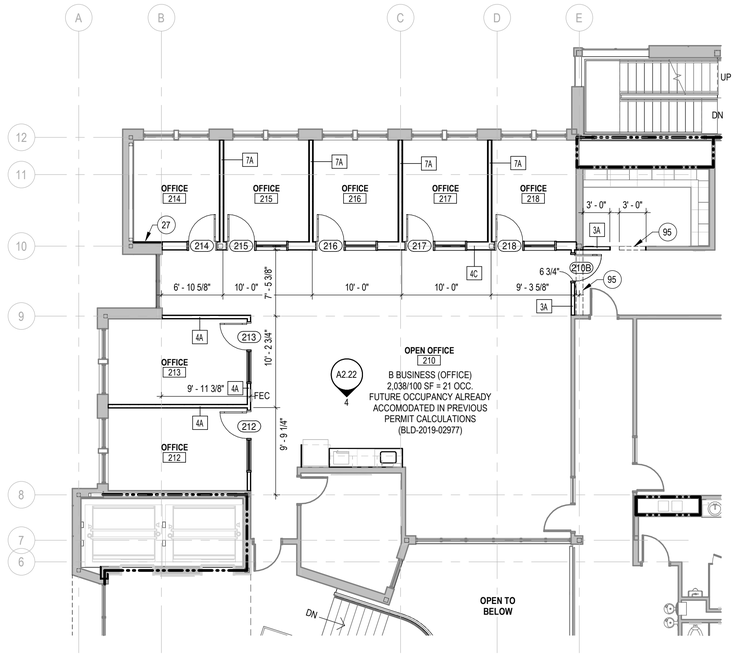
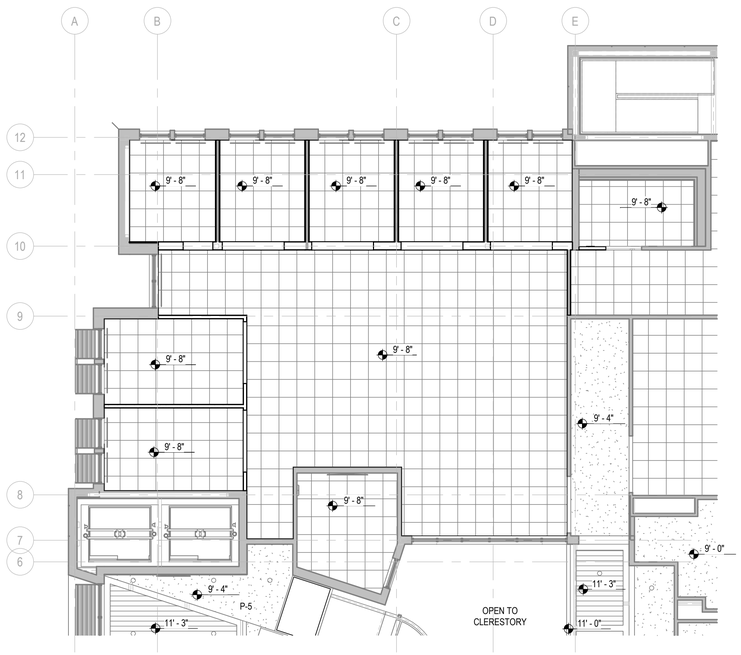


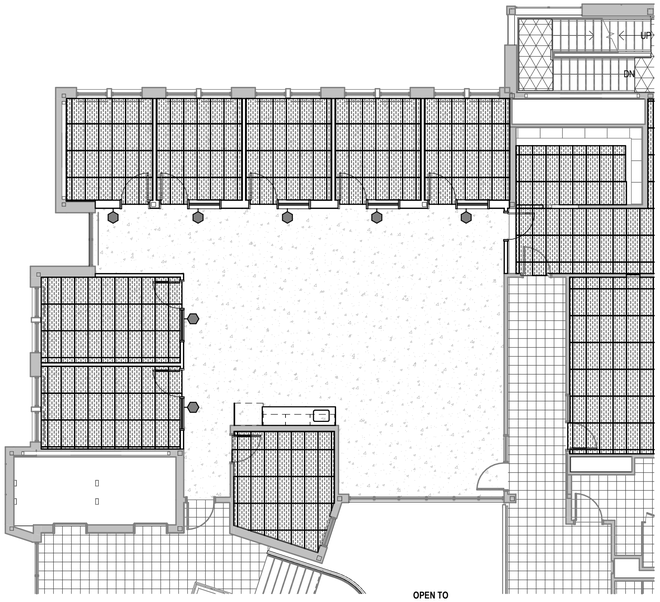
1 FLOOR PLAN - LEVEL 2

SCALE: 1/8" = 1'-0"



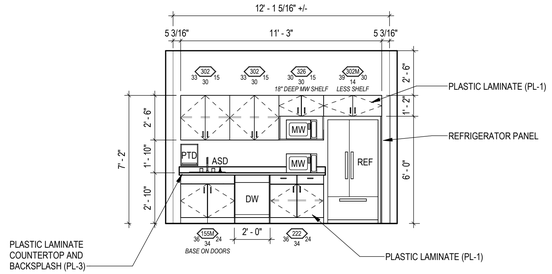
2 RCP - LEVEL 2

SCALE: 1/8" = 1'-0"



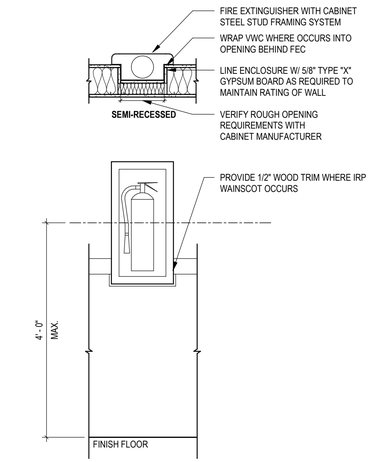
3 FINISH PLAN - LEVEL 2

SCALE: 1/8" = 1'-0"



4 BREAK AREA ELEVATION

SCALE: 1/4" = 1'-0"



5 FIRE EXTINGUISHER

SCALE: 3/4" = 1'-0"

GENERAL NOTES: TI

NOTE: THESE DRAWINGS REFERENCE INFORMTION FOUND IN PREVIOUS BENTON COUNTY ADMINISTRATION BUILDING DRAWINGS PERMIT NO. BLD-2019-02977, DATED OCTOBER 14, 2019.

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2. COORDINATE WITH MECHANICAL, PLUMBING, AND FIRE PROTECTION FOR ALL DUCT AND SHAFT LOCATIONS.
3. SEE PLUMBING SHEETS FOR FIXTURE INFORMATION.

KEYNOTE LEGEND

27 FURRING AS REQUIRED TO ALIGN WITH ADJACENT WALL
95 DEMOLISH WALL; PATCH AND REPAIR WALL, CEILING, AND FLOOR FINISHES

FINISH LEGEND

CPT-1 SHAW, HAND DRAWN FINE POINT TILE 5T113, CHARCOAL 13557
P-2 SHERWIN WILLIAMS, MINDFUL GRAY SW7016
PL-1 WILSONART, KENSINGTON MAPLE 10776-60
PL-3 WILSONART, WHITE CASCADE 5003-38
RB-1 JOHNSONITE, 4" COVE BASE, BURNT UMBER 163

REVISIONS

10271 REGISTERED ARCHITECT
HEIDI LYNN PIERCE
STATE OF WASHINGTON

LEVEL 2

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MECHANICAL ABBREVIATIONS

AAV	AUTOMATIC AIR VENT	HW	HOT WATER
ABV	ABOVE	HX	HEAT EXCHANGER
ACCU	AIR COOLED CONDENSING UNIT	HZ	HERTZ
AD	ACCESS DOOR	ID	INSIDE DIAMETER
AFS	AIR FLOW SWITCH	INV	INVERT
AFF	ABOVE FINISHED FLOOR	I.E.	INVERT ELEVATION
AG	ABOVE GROUND	INSUL	INSULATION
AHU	AIR HANDLING UNIT	IND	INDIRECT
AL	ACOUSTICALLY LINED	KW	KILOWATT
ALUM	ALUMINUM	KWH	KILOWATT HOUR
APD	AIR PRESSURE DROP	L	LENGTH OR LOUVER
ARCH	ARCHITECT	LAT	LEAVING AIR TEMPERATURE
AVG	AVERAGE	LBS	POUNDS
AWT	AVERAGE WATER TEMPERATURE	LDB	LEAVING DRY BULB
BAS	BUILDING AUTOMATION SYSTEM	LF	LINEAR FOOT
BDD	BACKDRAFT DAMPER	LWT	LEAVING WATER TEMPERATURE
BFF	BELOW FINISHED FLOOR	LG	LONG OR LENGTH
BFP	BACKFLOW PREVENTER	L/P	LOW POINT
BG	BELOW GROUND	LWB	LEAVING WET BULB
BHP	BRAKE HORSEPOWER	LWG	LOW WALL GRILLE
BLDG	BUILDING	LWT	LEAVING WATER TEMPERATURE
BP	BYPASS	LVG	LEAVING
BTU	BRITISH THERMAL UNIT	MCA	MINIMUM CIRCUIT AMPACITY
BTUH	BRITISH THERMAL UNITS PER HOUR	MOCP	MAXIMUM OVERCURRENT PROTECTION
BOD	BOTTOM OF DUCT	MBH	THOUSAND (1000) BTU PER HOUR
BOP	BOTTOM OF PIPE	MCC	MOTOR CONTROL CENTER
BSMT	BASEMENT	MFR	MANUFACTURER
BV	BALANCING VALVE	MS	MOTOR STARTER
C	CELSIUS	MTD	MOUNTED
CA	COMBUSTION AIR	MTG	MOUNTING
CAP	CAPACITY	MAU	MAKE-UP AIR UNIT
CC	CENTER TO CENTER OR COOLING COIL	NC	NORMALLY CLOSED
CD	CEILING DIFFUSER	NO	NORMALLY OPEN
CFM	CUBIC FEET PER MINUTE	MOD	MOTOR-OPERATED DAMPER
CG	CEILING GRILLE	NIC	NOT IN CONTRACT
CI	CAST IRON	NPT	NATIONAL PIPE THREAD
CLG	CEILING	NTS	NOT TO SCALE
COG	CLEAN OUT TO GRADE	OA	OUTDOOR AIR
CO	CLEAN OUT	OBD	OPPOSED BLADE DAMPER
COMB	COMBUSTION	OD	OUTSIDE DIAMETER
COND	CONDENSATE OR CONDENSER	OSA	OUTSIDE AIR
CONC	CONCRETE	OAT	OUTSIDE AIR TEMPERATURE
CONST	CONSTRUCTION	OF	OVERFLOW
COP	COEFFICIENT OF PERFORMANCE	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
CU	COPPER	PD	PRESSURE DROP
CUH	CABINET UNIT HEATER	PH	PHASE
CW	COLD WATER	PIAC	PRESSURE INDEPENDENT AIR CONTROLLER
CU	CONDENSING UNIT	PG	PROPYLENE GLYCOL
CR	CONDENSATE RETURN	PLBG	PLUMBING
CL	CENTER LINE	POC	POINT OF CONNECTION
D	DEEP OR DEPTH	PRV	PRESSURE REDUCING VALVE
DB	DRY BULB OR DECIBEL	PSI	POUNDS PER SQUARE INCH
DBA	A-WEIGHTED DECIBELS	PSIG	POUNDS PER SQUARE INCH GAUGE
DDC	DIRECT DIGITAL CONTROLS	PT	PRESSURE & TEMPERATURE
DEMO	DEMOLITION	RA	RETURN AIR
DN	DOWN	RAG	RETURN AIR GRILLE
DIA,	DIAMETER Ø	RAT	RETURN AIR TEMPERATURE
DPS	DIFFERENTIAL PRESSURE SWITCH	RD	ROOF DRAIN
DP	DROP	RET	RETURN
DPR	DAMPER	REV	REVISION
DWG	DRAWING	RF	RETURN FAN
(E)	EXISTING	RPM	REVOLUTIONS PER MINUTE
EA	EACH OR EXHAUST AIR	RHW	RECIRCULATING HOT WATER
EAT	ENTERING AIR TEMPERATURE	RTU	ROOF TOP UNIT
EDB	ENTERING DRY BULB	S	SINK
EEF	ENERGY EFFICIENCY RATIO	SA	SUPPLY AIR
EF	EXHAUST FAN	SAT	SUPPLY AIR TEMPERATURE
EFF	EFFICIENCY	SEER	SEASONAL ENERGY EFFICIENT RATIO
EG	EXHAUST GRILLE	SENS	SENSIBLE
ELEC	ELECTRIC OR ELECTRICAL	SD	SMOKE DETECTOR OR DAMPER
ELEV	ELEVATION	SF	SUPPLY FAN
EMCS	ENERGY MANAGEMENT AND CONTROL SYSTEM	SFD	SMOKE-FIRE DAMPER
ENCL	ENCLOSURE	SHT	SHEET
EQUIP	EQUIPMENT	SP	STATIC PRESSURE
ESP	EXTERNAL STATIC PRESSURE	SQ	SQUARE
EST	ESTIMATE(D)	SQ	FT SQUARE FOOT
EWB	ENTERING WET BULB	SS	STAINLESS STEEL
EWT	ENTERING WATER TEMPERATURE	STD	STANDARD
EXH	EXHAUST	TA	TRANSFER AIR
F	FARENHEIT	TEMP	TEMPERATURE
FA	FRESH AIR (OUTSIDE AIR)	TH	THICK OR THICKNESS
FCO	FLOOR CLEAN OUT	TOD	TOP OF DUCT
FCU	FAN COIL UNIT	TOP	TOP OF PIPE
FD	FIRE DAMPER OR FLOOR DRAIN	TP	TRAP PRIMER
FDC	FIRE DEPARTMENT CONNECTION	TU	TERMINAL UNIT
FF	FINAL FILTER	TYP	TYPICAL
FLA	FULL LOAD AMPS	UF	UNDER FLOOR
FLR	FLOOR	UG	UNDERGROUND
FLEX	FLEXIBLE	UH	UNIT HEATER
FOB	FLAT ON BOTTOM	UR	URINAL
FOT	FLAT ON TOP	US	UNDER SLAB
FPM	FEET PER MINUTE	V	VENT OR VOLT
FPI	FINS PER INCH	VAC	VACUUM
FPS	FEET PER SECOND	VAV	VARIABLE AIR VOLUME
FP	FIRE PROTECTION	VEL	VELOCITY
FS	FLOOR SINK	VFD	VARIABLE FREQUENCY DRIVE
FT	FEET/FOOT OR FINNED TUBE	VRF	VARIABLE REFRIGERANT FLOW
FV	FACE VELOCITY	VRV	VARIABLE REFRIGERANT VOLUME
G	GAS (NATURAL)	VTR	VENT THRU ROOF
GA	GAUGE OR GAGE	VD	VOLUME DAMPER
GAL	GALLONS	W	WIDE OR WIDTH
GALV	GALVANIZED	WB	WET BULB
GPM	GALLONS PER MINUTE	WC	WATER CLOSET
GPH	GALLONS PER HOUR	WCO	WALL CLEAN OUT
GYP	GYPSUM WALL BOARD	WH	WATER HEATER
H	HIGH OR HEIGHT	WHA	WATER HAMMER ARRESTOR
HB	HOSE BIBB	WG	WATER GAUGE
HC	HEATING COIL	WPD	WATER PRESSURE DROP
HD	HEAD	WT	WEIGHT
HGBP	HOT GAS BYPASS		
HL	HIGH LIMIT		
HP	HORSEPOWER OR HIGH POINT		
HR	HOUR		
HTG	HEATING		
HUM	HUMIDIFIER		
HVAC	HEATING, VENTILATING AND AIR CONDITIONING		

GENERAL NOTES

1. THE MECHANICAL & PLUMBING SYSTEMS SHALL CONSIST OF ALL WORK SHOWN ON THE MECHANICAL AND PLUMBING DRAWINGS, DIAGRAMS AND AS DESCRIBED IN ASSOCIATED TECHNICAL SPECIFICATIONS.
2. REFER TO SPECIFICATIONS AND ALL OTHER DIVISION DOCUMENTS FOR ADDITIONAL REQUIREMENTS. COORDINATE WORK SHOWN ON THE DRAWINGS WITH THE SPECIFICATIONS. IN CASE OF DISCREPANCY BETWEEN SPECIFICATIONS AND DRAWINGS REFER TO THE GENERAL CONDITIONS AND NOTIFY THE A/E FOR DIRECTION.
3. MECHANICAL AND PLUMBING CONTRACTOR(S) SHALL COORDINATE WORK WITH ALL OTHER TRADES.
4. MECHANICAL AND PLUMBING CONTRACTOR(S0 SHALL ARRANGE ALL INSPECTIONS AND PAY ALL FEES. SUBMIT COPIES OF INSPECTIONS TO OWNER.
5. ALL MATERIALS SHALL BE NEW AND IN GOOD CONDITION. USED OR DAMAGED MATERIALS, PRODUCTS, ETC. ARE NOT ALLOWED AND IF DISCOVERED SHALL BE REMOVED AND REPLACED.
6. MODEL NUMBERS OF EQUIPMENT SHOWN ON THE SCHEDULES AND THROUGHOUT THE DRAWINGS AND SPECIFICATIONS SHALL NOT BE CONSIDERED COMPLETE AND MATERIAL SHALL NOT BE ORDERED BY MFR/MODEL ALONE. REVIEW THE COMPLETE DESCRIPTION, LOCATION AND ARRANGEMENT ON THE DRAWINGS, NOTES AND SPECIFICATIONS TO DETERMINE THE EXACT MATERIAL, CONFIGURATION AND ACCESSORIES TO BE ORDERED. THE MANUFACTURERS LISTED ARE THE BASIS OF DESIGN.
7. WHEN & WHERE APPLICABLE, THE NEW MECHANICAL AND/OR PLUMBING EQUIPMENT MAY NOT BE USED FOR TEMPORARY VENTILATION, HEATING, COOLING OR SERVICE (UNLESS SPECIFICALLY NOTED OTHERWISE FOR PHASED CONSTRUCTION OR OCCUPANCY).

LOCATIONS & COORDINATION

1. THE MECHANICAL AND PLUMBING PLANS ARE DIAGRAMMATIC IN NATURE AND DO NOT ATTEMPT TO SHOW ALL REQUIRED OFFSETS AND FITTINGS. PROVIDE ALL NECESSARY OFFSETS, TRANSITIONS AND FITTINGS REQUIRED FOR A COMPLETE SYSTEM. REFER TO ARCHITECTURAL, STRUCTURAL, PLUMBING AND ELECTRICAL DRAWINGS FOR COORDINATION PURPOSES TO AVOID CONFLICTS.
2. INSTALL ALL MECHANICAL AND PLUMBING WORK AS HIGH AS POSSIBLE, TIGHT TO STRUCTURE ABOVE, UNLESS NOTED OTHERWISE. IN GENERAL IT IS THE INTENT THAT ALL MECHANICAL SYSTEMS BE CONCEALED ABOVE CEILINGS OR INSIDE WALLS AND SHAFTS.
3. COORDINATE ALL EXPOSED MECHANICAL SYSTEMS, PIPING AND DUCTWORK SO THAT LOCATIONS AND ROUTING ARE INTEGRATED WITH THE OTHER BUILDING ELEMENTS (WALLS, ROOFS, JOISTS, LIGHTS, ETC.). GENERALLY RUN SYSTEMS PARALLEL OR PERPENDICULAR TO BUILDING ELEMENTS AND RUN IN A MANNER TO CONCEAL OR BLEND WITH BUILDING LINES.
4. PROVIDE NEC CODE MINIMUM HORIZONTAL AND VERTICAL WORKING CLEARANCES FOR ALL ELECTRICAL PANELS AND EQUIPMENT. OFFSET MECHANICAL WORK AS REQUIRED.
5. COORDINATE ALL MECHANICAL WORK WITH THAT OF OTHER TRADES TO ENSURE PROPER INTERFACE, ADEQUATE CLEARANCES, AND TO AVOID CONFLICTS. PROVIDE FIELD COORDINATION AND/OR DRAWINGS PRIOR TO FABRICATION AND/OR INSTALLATION. CONFLICTS AND INTERFERENCES THAT COULD HAVE BEEN AVOIDED BY PROPER PRE-PLANNING AND COORDINATION SHALL BE REMOVED AND CORRECTED AT NO COST TO THE OWNER.
6. FIELD LOCATE ALL ROOF, FLOOR AND WALL PENETRATIONS AND ADJUST TO AVOID CONFLICT WITH STRUCTURAL ELEMENTS, BEAMS, CROSS-BRACING, ARCHITECTURAL ELEMENTS. DIV. 23/22 CONTRACTOR RESPONSIBLE FOR LOCATING AND COORDINATING ALL SAW CUTTING AND DRILLING REQUIRED FOR MECHANICAL SYSTEM OPENINGS.

SYSTEMS SUPPORTS & BASES

1. HANGERS, SUPPORTS AND ANCHORS FOR MECHANICAL AND PLUMBING SYSTEMS AND EQUIPMENT ARE NOT NECESSARILY DESIGNED OR SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SUPPORT MEMBERS, HANGERS, BRACKETS, HARDWARE, CLEVIS HANGERS, RODS, ETC. TO SECURELY HANG, BRACE AND SUPPORT MECHANICAL SYSTEMS, DUCTWORK, PIPING, EQUIPMENT AND OTHER DEVICES. ANCHOR SUPPORTS TO BUILDING STRUCTURE OR OTHER APPROPRIATE BUILDING ELEMENTS. SEE TYPICAL MECHANICAL DETAILS ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION, LIMITATIONS AND DETAILS.
2. DO NOT ANCHOR TO OR SUSPEND EQUIPMENT, DUCTWORK OR PIPING DIRECTLY OFF OF BARE METAL ROOF DECKING.
3. ROOF CURBS: ROOF CURBS SHALL BE MOUNTED PLUMB AND LEVEL ON PITCHED ROOFS. PROVIDE FACTORY CURBS WITH CORRECT SLOPE OR PROVIDE FIELD INSTALLED BLOCKING AND SHIMS BELOW CURB. ALL WOOD PRODUCTS SHALL BE PRESSURE TREATED LUMBER.
4. SEISMIC BRACING: PROVIDE SEISMIC ANCHORING OR BRACING FOR ALL NATURAL GAS, PROPANE OR FUEL OIL PIPING. PROVIDE SEISMIC ANCHORING FOR ALL GAS-FIRED EQUIPMENT (BOILERS, WATER HEATERS, ROOF-TOP EQUIPMENT) FOR ADDITIONAL SEISMIC BRACING REQUIREMENTS REFER TO SPECIFICATIONS AND SEISMIC NOTES.

MECHANICAL & ELECTRICAL COORDINATION

1. INFORMATION LISTED SCHEDULES IS BASED ON THE EQUIPMENT AS SELECTED BY THE ENGINEER DURING THE DESIGN PROCESS (PRE-BID). THE ACTUAL EQUIPMENT SELECTED BY THE CONTRACTOR MAY BE DIFFERENT AND HAVE DIFFERING ELECTRICAL CHARACTERISTICS. PRIOR TO ROUGH-IN OR ORDERING EQUIPMENT, COORDINATE WITH THE ELECTRICAL CONTRACTOR TO ESTABLISH ACTUAL ELECTRICAL CHARACTERISTICS, ELECTRICAL LOAD, VOLTAGE, OVERCURRENT PROTECTION REQUIREMENTS FOR EACH PIECE OF EQUIPMENT, TO ASSURE PROPER ELECTRICAL CONNECTIONS AND SERVICES ARE PROVIDED.
2. COORDINATE THE EXACT LOCATION OF ALL ROOM THERMOSTATS AND/OR ROOM TEMPERATURE/CO2 SENSORS WITH ELECTRICAL PLANS & ROOM ELEVATIONS, PRIOR TO INSTALLATION, SO AS TO AVOID CONFLICT WITH CASEWORK, MARKER BOARDS, WALL SWITCHES, ETC.
3. COORDINATE THE FURNISHING AND INSTALLATION OF ALL ELECTRICAL DISCONNECT SWITCHES, STARTERS, VFDS, ETC., IN ORDER TO ASSURE THAT ALL ENERGIZED MECHANICAL IS PROVIDED WITH THE REQUIRED CIRCUIT PROTECTION METHODS AND CONTROL DEVICES. WHERE DRAWINGS NOTES, SCHEDULES AND EQUIPMENT SPECIFICATIONS ARE SILENT OR UNCLEAR AS TO WHICH DIVISION (22-PLBG, 23-HVAC, OR 26-ELECTRICAL) IS TO PROVIDE THESE DEVICES, THE CONTRACTOR SHALL CONTACT THE ENGINEER, PRIOR TO BID, FOR DIRECTION.

DUCTWORK & AIR DISTRIBUTION

1. VOLUME DAMPERS ARE NOT SHOWN FOR CLARITY. PROVIDE A DAMPER FOR EACH SUPPLY, RETURN AND EXHAUST OPENING AND IN BRANCHES WHERE THREE OR MORE OPENINGS ARE ASSOCIATED WITH THE BRANCH AND ELSEWHERE AS NOTED ON THE DRAWINGS OR SPECIFICATIONS.
2. PROVIDE CONCEALED DAMPER REGULATORS FOR ALL VOLUME DAMPERS OVER INACCESSIBLE CEILINGS AND SOFFITS. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPES.
3. PROVIDE DIFFUSER AND GRILLE FRAMES COMPATIBLE WITH ARCHITECTURAL CEILING TYPE. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR CEILING TYPE.
4. INSTALL FIRE DAMPERS, SMOKE DAMPERS AND/OR COMBO FIRE-SMOKE DAMPERS AT ALL LOCATIONS WHERE DUCTS PENETRATE FIRE RATED WALLS. COORDINATE DAMPER ACCESS WITH GENERAL CONTRACTOR AND ELECTRICAL CONNECTIONS WITH ELECTRICAL CONTRACTOR.
5. ALL DUCTWORK SIZES SHOWN ARE OUTSIDE DIMENSIONS, UNLESS SPECIFICALLY NOTED ON PLANS. DUCT LINER HAS BEEN ACCOUNTED FOR ON LINED DUCT. ADDITIONAL CLEARANCE WILL NEED TO BE ACCOUNTED FOR FOR EXTERNALLY INSULATED DUCT.
6. PROVIDE 1" THICK DUCT LINER IN ALL TRANSFER AIR DUCTWORK UNLESS NOTED OTHERWISE.
7. TURNING VANES: ALL RECTANGULAR DUCT ELBOWS SHALL BE PROVIDED WITH TURNING VANES, WHETHER OR NOT SPECIFICALLY SHOWN ON THE DUCTWORK DRAWING PLANS AND SECTIONS.
8. RADIUS ELBOWS (NO VANES): UTILIZE RADIUS ELBOWS ON ALL MATERIAL HANDLING TYPE DUCTWORK, KITCHEN HOOD EXHAUST DUCTS (BOTH TYPE I & II), LOCKER ROOM (LINT) EXHAUST, PATIENT ROOM (LINT) EXHAUST, AND ELSEWHERE AS INDICATED. CONTRACTOR'S OPTION TO UTILIZE RADIUS ELBOWS (WHERE SPACE ALLOWS) IN LIEU OF RECTANGULAR VANED ELBOWS.
9. PROVIDE TRANSITIONS AS REQUIRED TO TO CONNECT DUCTWORK TO TERMINAL UNITS, FANS, AIR HANDLERS CONNECTIONS, ETC.
10. PROVIDE FLEXIBLE DUCT FITTINGS ON CONNECTIONS TO ALL ENERGIZED AIR MOVING EQUIPMENT (FANS, AIR HANDLERS, ETC.).
11. MAXIMUM FLEXIBLE DUCTWORK LENGTH FROM MAIN DUCT TO DIFFUSERS SHALL BE APPROXIMATELY 5 FT, WITH MINIMAL OFFSET AND NO KINKS.

TESTING, BALANCING AND COMMISSIONING

1. HVAC SYSTEMS INCLUDING AIR, HYDRONIC AND SERVICE WATER HEATING SYSTEMS SHALL BE BALANCED IN ACCORDANCE WITH THE 2015 WA STATE ENERGY CODE, THE PROJECT SPECIFICATIONS AND GENERALLY ACCEPTED ENGINEERING STANDARDS TO ENSURE AT A MINIMUM THAT AIR AND WATER FLOW RATES ARE MEASURED AND ADJUSTED TO DELIVER THE DESIGN RATES WITHIN SPECIFIED TOLERANCES.
2. A BUILDING COMMISSIONING PROCESS LEAD BY A CERTIFIED COMMISSIONING PROFESSIONAL SHALL BE COMPLETED FOR MECHANICAL SYSTEMS, SERVICE WATER HEATING SYSTEMS, ELECTRICAL POWER AND LIGHTING SYSTEMS AND ENERGY METERING IN ACCORDANCE WITH ALL REQUIREMENTS OF SECTION 408 OF THE 2015 WA STATE ENERGY CODE.

HVAC CLIMATE DESIGN CRITERIA

PROJECT LOCATION	KENNEWICK, WA	
ASHRAE WEATHER DATA	TRI-CITIES, WA	SEE NOTE 1
DESIGN ALTITUDE	410 FT	
CLIMATE ZONE	5B	SEE NOTE 2
OUTDOOR DESIGN TEMPS:	HEATING: 11°F DB COOLING: 101°F DB/65°F WB	SEE NOTE 3
INDOOR DESIGN TEMPS:	HEATING: 72°F DB COOLING: 75°F DB/67°F WB	SEE NOTE 4

NOTES:
1. CLIMATE DATA PROVIDED BY ASHRAE.
2. PER 2018 WSEC.
3. OUTDOOR DESIGN TEMPS PER 2018 WSEC, C302.2 APPDX C.
4. INDOOR DESIGN TEMPS PER 2018 WSEC, C302.1.

SEISMIC DESIGN CRITERIA

1. THIS PROJECT LOCATION IS RATED AS A SEISMIC DESIGN CATEGORY SDC = 'D'. SEE THE STRUCTURAL DRAWINGS FOR CRITERIA DETAILS.
2. SEISMIC DESIGN CATEGORY 'D' REQUIRES THAT ALL MECHANICAL SYSTEMS, PIPING AND EQUIPMENT BE SEISMICALLY BRACED AND ANCHORED; GAS PIPING, BOILERS, WATER HEATERS, ETC.
3. DELEGATED DESIGN: THE CONTRACTOR SHALL ENGAGE THE SERVICES OF A QUALIFIED SEISMIC DESIGNER TO PROVIDE ENGINEERING OF ALL SEISMIC RESTRAINT AND ANCHORING SYSTEMS. SEISMIC DESIGN AND INSTALLATION SHALL BE CONTRACTOR FURNISHED.
4. SEISMIC BRACING PRODUCTS AND SYSTEMS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS, SECTION 23 05 50, AND AS DETERMINED BY THE SEISMIC DESIGNER.

HVAC SYSTEM CONTROL NOTES

1. IT IS THE DESIGN INTENT THAT ALL HVAC SYSTEMS AND EQUIPMENT BE PROVIDED WITH, AND OPERATE AS, STAND-ALONE DEVICES, WITHOUT THE USE OF A BUILDING-WIDE AUTOMATION OR INTEGRATION SYSTEM.
2. ALL CONTROL SYSTEM COMPONENTS, RELAYS, INTERLOCKS, LOW VOLTAGE CONTROL WIRING, SIGNAL CABLING AND POWER SUPPLIES TO DEVICES AND SENSORS, ETC., SHALL BE PROVIDED BY THE HVAC CONTRACTOR UNDER DIV. 23 WORK. ALL WIRING SHALL BE RUN IN CONDUIT AND WIRING SHALL BE DONE IN ACCORDANCE WITH DIV. 26 STANDARDS AND THE NEC.
3. THE HVAC CONTRACTOR AND/OR EQUIPMENT SUPPLIERS, SHALL PROVIDE ALL NECESSARY DEVICES, RELAYS AND ACCESSORIES AS REQUIRED TO TO ALLOW FOR THE STAND-ALONE OPERATION AND MONITORING OF EACH PIECE OF HVAC SYSTEM.
4. THE HVAC CONTRACTOR SHALL SET-UP ALL PROGRAMMABLE CONTROLLERS WITH THE NECESSARY INPUTS, SETPOINTS, SCHEDULES, ETC. AS PER THE OWNER'S OPERATING REQUIREMENTS.

HVAC PIPING LEGEND

- CD — CONDENSATE DRAIN
- D — DRAIN
- PC — PUMPED CONDENSATE
- RL — REFRIGERANT LIQUID
- RS — REFRIGERANT SUCTION
- REF — REFRIGERANT LINE SET
- G — NATURAL GAS

GENERAL PIPING SYMBOLS

- PIPE PITCH DIRECTION (DOWN)
- DIRECTION OF FLOW
- ANCHOR
- REDUCER OR INCREASER
- ECCENTRIC REDUCER
- TOP CONNECTION
- BOTTOM CONNECTION
- SIDE CONNECTION
- CAPPED OUTLET
- RISE OR DROP IN PIPE
- UNION
- PIPE UP
- PIPE DOWN

HVAC SYMBOLS

- 12x8 — RECT. DUCT SIZE (INCHES) (FACING SIDE LISTED FIRST)
- 12Ø — CIRCULAR DUCT DIAMETER (INCHES)
- 24x18 F.O. — FLAT OVAL DUCT SIZE (INCHES)(FACING SIDE LISTED FIRST)
- ACOUSTICALLY LINED DUCT, 1" THICK UNLESS NOTED OTHERWISE, DUCT SIZE INCLUDES ALLOWANCE FOR LINER
- R — DUCT RISE IN DIRECTION OF ARROW
- D — DUCT DROP IN DIRECTION OF ARROW
- # — FIRE OR FIRE/SMOKE DAMPER (# INDICATES TYPE)
- TURNING VANES
- HIGH EFFICIENCY BRANCH TAP
- FLEXIBLE DUCT CONNECTOR
- VD — VOLUME CONTROL DAMPER (SEE GENERAL NOTES)
- M — MOTORIZED DAMPER & ACTUATOR
- SUPPLY/OSA DUCT TURNED UP
- SUPPLY/OSA DUCT TURNED DOWN
- RETURN AIR DUCT TURNED UP
- RETURN AIR DUCT TURNED DOWN
- EXHAUST/RELIEF DUCT TURNED UP
- EXHAUST/RELIEF DUCT TURNED DOWN
- FLEXIBLE DUCT
- SIDEWALL DIFFUSER/GRILLE
- LINEAR SLOT DIFFUSER
- AIR OUTLET (SUPPLY)
- AIR INLET (RETURN/RELIEF)
- AIR INLET (EXHAUST)
- LOUVER
- T A — THERMOSTAT OR TEMPERATURE SENSOR (SUBSCRIPT A=AVERAGING, G=PROTECTIVE GAURD, C=CO2 SENSOR)
- H — HUMIDISTAT OR HUMIDITY SENSOR
- CO2 — CARBON DIOXIDE SENSOR
- SD — SMOKE DETECTOR

GENERAL SYMBOLS

- 1 / M5.01 — CROSS-SECTION SYMBOL
  - SECTION IDENTIFYING NUMBER
  - SHEET WHERE SECTION IS SHOWN
- 1 / M6.01 — DETAIL SYMBOL
  - DETAIL IDENTIFYING NUMBER
  - SHEET WHERE DETAIL IS SHOWN
- POINT OF CONNECTION (POC) SYMBOL
- AHU-1 / AHU-1 — EQUIPMENT IDENTIFIER (OPTIONAL TAG STYLE)
  - EQUIP. TYPE-NUMBER (SEE SCHEDULES)
- SIZE | # | CFM — DIFFUSER OR REGISTER/GRILLE TAG
  - CFM VALUE
  - DIFFUSER TYPE (SEE SCHEDULES)
  - DIFFUSER SIZE
- 1 — REVISION CLOUD AND REVISION NUMBER

NOTE: SYMBOLS AND ABBREVIATIONS ON THE DRAWINGS ARE TO BE INTERPRETED IN ACCORDANCE WITH THE LEGENDS ON THIS SHEET. NOT ALL SYMBOLS AND ABBREVIATIONS INDICATED ON THIS SHEET ARE NECESSARILY USED FOR THIS PROJECT.

REVISIONS

LEGENDS & ABBREVIATIONS

BENTON COUNTY ADMINISTRATION BUILDING
7122 WEST OKANOGAN PLACE #D
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Date:	3/1/22
Drawn by:	Author
Checked by:	Checker
Scale:	1/8" = 1'-0"

Sheet Title: LEGENDS & ABBREVIATIONS
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AIR OUTLETS SCHEDULE

#	MFR	MODEL	SERVICE	TYPE	MATERIAL	MOUNTING	BORDER	PATTERN	FINISH	BLADE			NOTES
										SPC (")	POS	DEFL (°)	
1	PRICE	SMCD	SUPPLY	DIFFUSER	STEEL	CEILING/ SURFACE	FOR APPLICATION	4-WAY ADJUSTABLE	WHITE	-	(5)	-	(1)(2)(3)(4)(5)
2	PRICE	FILTERED RETURN	RETURN	GRILLE	STEEL	CEILING/ SURFACE	FOR APPLICATION	FIXED	WHITE	1/2	-	45	(1)(2)(3)(4)

NOTES:

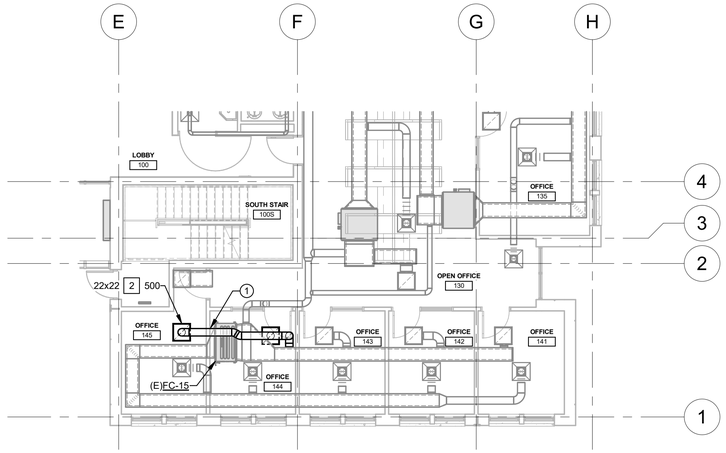
(1) PAINT THE INSIDE SURFACE OF THE DUCTWORK CONNECTION FLAT BLACK, UNLESS OTHERWISE PROVIDED WITH DUCT LINER.

(2) PROVIDE BALANCING DAMPER IN BRANCH DUCT SERVING AIR OUTLET AT TAKEOFF FROM TRUNK DUCT.

(3) PROVIDE TRANSITION FROM AIR OUTLET NECK TO BRANCH DUCT AS REQUIRED.

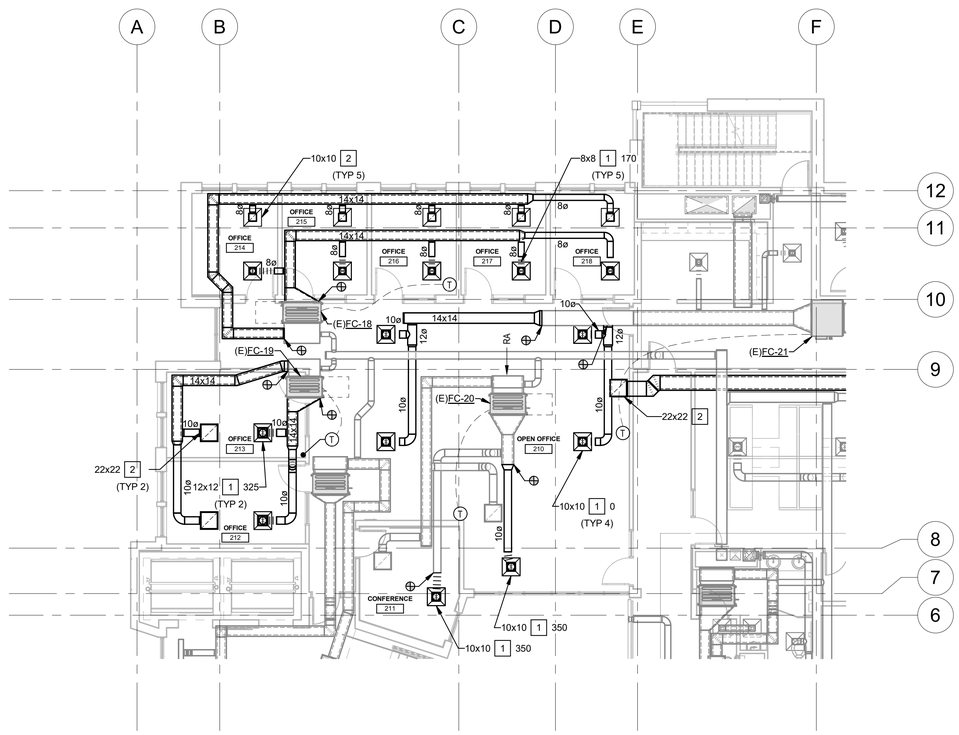
(4) PROVIDE 24"x24" PAN FOR LAY-IN CEILING INSTALLATION ON ALL SUPPLY DIFFUSERS AND RETURN/EXHAUST GRILLES LARGER THAN 12" IN BOTH DIRECTIONS. PROVIDE 1/2 PAN (24"x12") ON RETURN EXHAUST GRILLES LESS THAN 12" WIDE) (SEE ARCHITECTURAL CEILING PLANS).

(5) ADJUST MODULAR CORE TO OPTIMIZE AIR FLOW PATTERN IN SPACE (1-WAY, 2-WAY, 3-WAY OR 4-WAY BLOW) AND TO MINIMIZE DRAFTS.



N 1 **LEVEL 1 BUILDOUT - HVAC**

SCALE: 1/8" = 1'-0"



N 2 **LEVEL 2 BUILDOUT - HVAC**

SCALE: 1/8" = 1'-0"

KEYNOTES:

(1) EXTEND 10"Ø DUCT TO NEW OFFICE AND ADD (1) NEW 22x22 2 RETURN GRILLE

REVISIONS

PLANS

BENTON COUNTY ADMINISTRATION BUILDING

7122 WEST OKANOGAN PLACE #D

KENNEWICK, WA 99336

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Sheet No: M2.11

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DIVISION 23 SPECIFICATIONS

PART 1 - GENERAL

1. SCOPE:
   A. MECHANICAL WORK SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES TO CONSTRUCT AND INSTALL THE COMPLETE MECHANICAL SYSTEMS AS SHOWN ON THE ACCOMPANYING DRAWINGS AND SPECIFICATIONS HEREIN.

2. CODES:
   A. MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL MECHANICAL CODE, WASHINGTON STATE ENERGY CODE, UNIFORM PLUMBING CODE, INTERNATIONAL FIRE CODE, NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL CODES AND ORDINANCES.
   B. ALL ELECTRICALLY CONNECTED EQUIPMENT, CONTROL PANEL, AND ENCLOSURES SHALL BE LABELED AND LISTED BY UL OR EQUIVALENT TESTING LABORATORY IN ACCORDANCE WITH THE NEC.

4. SUBMITTALS:
   A. CATALOG INFORMATION AND MATERIAL SCHEDULES SHALL BE SUBMITTED FOR APPROVAL ON ALL MATERIALS AND EQUIPMENT PRIOR TO ORDERING. INDICATE SIZES, TYPES, MODEL NUMBERS, RATINGS AND CAPACITIES. REVIEW COMMENTS SHALL NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR DEVIATIONS FROM CONTRACT DOCUMENTS UNLESS ATTENTION HAS BEEN CALLED TO SUCH DEVIATIONS IN WRITING AT TIME OF SUBMISSION, NOR SHALL THEY RELIEVE THIS CONTRACTOR FROM RESPONSIBILITY FOR ERRORS IN ITEMS SUBMITTED.

5. EQUIPMENT SUBSTITUTIONS:
   A. THROUGHOUT THESE SPECIFICATIONS AND DRAWINGS VARIOUS MATERIALS, EQUIPMENT, APPARATUS, ETC., ARE SPECIFIED OR SCHEDULED BY MANUFACTURER, BRAND NAME, TYPE OR CATALOG NUMBER. SUCH DESIGNATION IS TO ESTABLISH STANDARDS OF DESIRED QUALITY AND CONSTRUCTION AND SHALL BE THE BASIS OF DESIGN AND THE BID. SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL. IF THE CONTRACTOR USES MANUFACTURES OTHER THAN THE BASIS OF DESIGN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR (1) INSURING THE SUBSTITUTED ITEM WILL FIT IN THE AVAILABLE SPACE WHILE ALLOWING PROPER MAINTENANCE ACCESS. IN THE EVENT OTHER THAN SPECIFIED EQUIPMENT IS USED AND WILL NOT FIT JOB SITE CONDITIONS, THIS CONTRACTOR ASSUMES RESPONSIBILITY FOR REPLACEMENT WITH ITEMS INDICATED AS THE BASIS OF DESIGN AND (2) ANY CHANGES REQUIRED BY OTHER CONTRACTORS CAUSED BY THE SUBSTITUTED EQUIPMENT.

7. GUARANTEE/WARRANTIES:
   A. THE MECHANICAL EQUIPMENT AND INSTALLATION SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE UNLESS AN INDIVIDUAL ITEM OR SPECIFICATION IS OTHERWISE NOTED AS LONGER. THE CONTRACTOR SHALL MAKE GOOD AT HIS OWN EXPENSE ALL DEFECTS IN HIS WORK AND/OR EQUIPMENT FURNISHED BY HIM, WHICH SHALL DEVELOP AT ANY TIME DURING THE ONE YEAR GUARANTEE PERIOD AND SHALL STAND ANY EXPENSE OF CUTTING AND PATCHING AND REPAIRING MADE NECESSARY BY HIS CORRECTIONS OF UNSATISFACTORY WORK OR EQUIPMENT OPERATION.

8. CUTTING AND PATCHING:
   A. ALL CUTTING, CORE DRILLING AND PATCHING REQUIRED FOR THE INSTALLATION OF SYSTEMS AND EQUIPMENT SPECIFIED HEREIN SHALL BE THE RESPONSIBILITY OF THE DIV. 23 CONTRACTOR.

PART 2 - PRODUCTS

1. HANGERS AND SUPPORTS
   A. BUILDING ATTACHMENTS: CONCRETE INSERTS, POWDER-ACTUATED FASTENERS, OR STRUCTURAL-STEEL FASTENERS APPROPRIATE FOR CONSTRUCTION MATERIALS TO WHICH HANGERS ARE BEING ATTACHED.
   B. USE POWDER-ACTUATED CONCRETE FASTENERS FOR STANDARD-WEIGHT AGGREGATE CONCRETES OR FOR SLABS MORE THAN 4 INCHES THICK. EXCEPTION: DO NOT USE POWDER-ACTUATED CONCRETE FASTENERS FOR LIGHTWEIGHT-AGGREGATE CONCRETES OR FOR SLABS LESS THAN 4 INCHES THICK.
   C. HANGER MATERIALS: GALVANIZED SHEET STEEL OR THREADED STEEL ROD.
   D. HANGERS INSTALLED IN CORROSIVE ATMOSPHERES: ELECTROGALVANIZED, ALL-THREAD RODS OR GALVANIZED RODS WITH THREADS PAINTED WITH ZINC-CHROMATE PRIMER AFTER INSTALLATION.
   E. STRAP AND ROD SIZES: COMPLY WITH SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS--METAL AND FLEXIBLE" FOR STEEL SHEET WIDTH AND THICKNESS AND FOR STEEL ROD DIAMETERS.
   F. DUCT ATTACHMENTS: SHEET METAL SCREWS, BLIND RIVETS, OR SELF-TAPPING METAL SCREWS; COMPATIBLE WITH DUCT MATERIALS.
   G. TRAPEZE AND RISER SUPPORTS: GALVANIZED-STEEL SHAPES AND PLATES COMPLYING WITH ASTM A36.

2. METAL DUCTS
   A. DUCT SIZES SHOWN ON DRAWINGS ARE OUTSIDE NOMINAL DIMENSIONS FOR SHEET METAL DUCTWORK. FUME HOOD EXHAUST DUCT SHALL BE 18-GA 304L OR 316L STAINLESS STEEL. SPIRAL DUCT IS ACCEPTBLE. DUCTS SHALL BE SHOP WELDED TO THE EXTENT POSSIBLE. FIELD JOINTS SHALL BE SLIP JOINTS, RIVETED AND SHRINK WRAPPED WITH 3M POLYETHYLENE MATERIAL. ALL DUCTS SHALL BE SEALED TO A SMACNA SEAL CLASS 'A' WITH FLEXIBLE ADHESIVE WATER BASED SEALANT.
   B. BRANCH DUCT CONNECTIONS SHALL TAPERED ENTRY. STRAIGHT TAPS ARE NOT ALLOWED.
   C. ROUND ELBOWS SHALL BE SMOOTH RADIUS WITH A CENTERLINE RADIUS OF 1.5 TIMES THE CROSS SECTION DIAMETER.
   D. FABRICATE DUCTS, ELBOWS, TRANSITIONS, OFFSETS, BRANCH CONNECTIONS, AND OTHER CONSTRUCTION ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS--METAL AND FLEXIBLE".
   E. FORMED-ON FLANGES SHALL BE CONSTRUCTED ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS--METAL AND FLEXIBLE," FIGURE 1-4, USING CORNER, BOLT, CLEAT, AND GASKET DETAILS. ACCEPTABLE MANUFACTURERS ARE DUCTMATE INDUSTRIES AND LOCKFORMER.

3. DUCT ACCESSORIES
   A. VOLUME DAMPERS SHALL BE HEAVY DUTY SINGLE BLADE TYPE, FACTORY FABRICATED WITH REQUIRED HARDWARE AND ACCESSORIES. INCLUDE LOCKING DEVICE TO HOLD SINGLE-BLADE DAMPERS IN A FIXED POSITION WITHOUT VIBRATION. CLOSE DUCT PENETRATIONS FOR DAMPER COMPONENTS TO SEAL DUCT CONSISTENT WITH PRESSURE CLASS. SINGLE-BLADE, STANDARD LEAKAGE RATING, WITH LINKAGE OUTSIDE AIRSTREAM, AND SUITABLE FOR HORIZONTAL OR VERTICAL APPLICATIONS. ACCEPTABLE MANUFACTURERS ARE AIR BALANCE, AMERICAN WARMING AND VENTILATING, NAILOR INDUSTRIES, PENN VENTILATION CO., RUSKIN COMPANY.

PART 3 - EXECUTION

1. CONTRACTOR SHALL COORDINATE WITH THE WORK OF VARIOUS TRADES WHEN INSTALLING INTERRELATED WORK. CHANGES REQUIRED IN WORK SPECIFIED IN DIVISION 23 CAUSED BY NEGLECT TO DO SO SHALL BE MADE AT NO COST TO OWNER.

2. TESTING AND BALANCING:
   B. BALANCE AIRFLOWS TO ORIGINAL VOLUMES AT THE EQUIPMENT. AIR DISTRIBUTION SHALL REMAIN UNCHANGED. TEST FUNCTIONALITY OF EQUIPMENT, DAMPERS, AND CONTROLS.
   C. PROVIDE CERTIFIED TAB REPORT.

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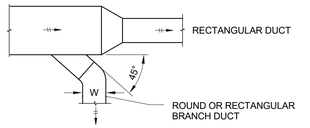
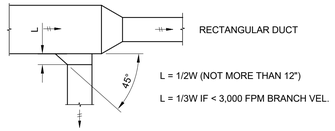
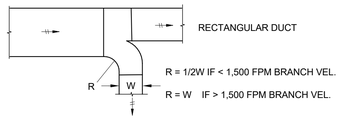
FOR LOW PRESSURE DUCTWORK APPLICATIONS (LESS THAN 2" W.G. SP) THE FOLLOWING DUCT FITTINGS SHALL BE CONSIDERED ACCEPTABLE. THE CONTRACTOR SHALL OBTAIN THE ENGINEER'S APPROVAL FOR OTHER FITTINGS PRIOR TO FABRICATION. ONLY FITTINGS WITH EQUAL OR LOWER PRESSURE DROP WILL BE CONSIDERED.

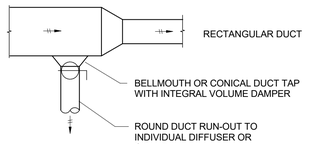
FOR MEDIUM PRESSURE DUCT FITTINGS, REFER TO THE SPECIFICATIONS FOR ROUND AND FLAT OVAL CONSTRUCTION STANDARDS.

BRANCH DUCT TAKE-OFFS

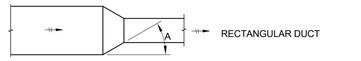


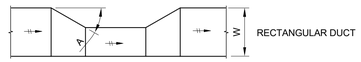




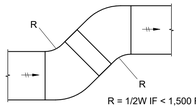


DUCT TRANSITIONS

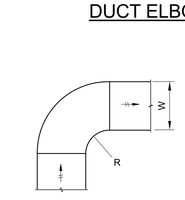


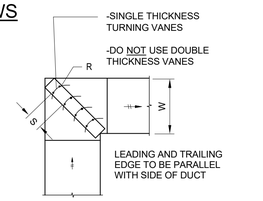


DUCT OFFSETS



DUCT ELBOWS





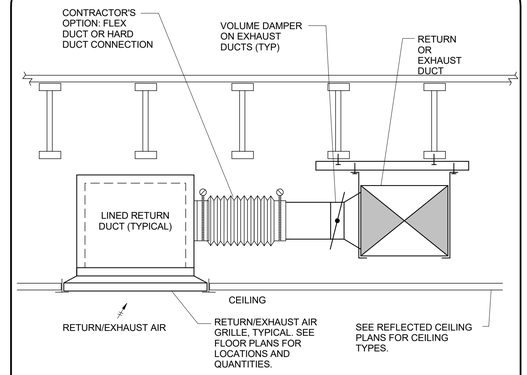
TURNING VANE SCHEDULE		
DUCT WIDTH (W)	VANE RADIUS (R)	VANE SPACING (S)
12 INCHES OR LESS	2 INCHES	1.5 INCHES
GREATER 12 INCHES	4.5 INCHES	3.25 INCHES

NOTES:
DO NOT USE TURNING VANES IN GREASE EXHAUST DUCT. USE RADIUS ELBOWS.

NOTE:
1. RADIUS ELBOW SHALL BE USED ON ALL KITCHEN HOOD GREASE (TYPE I) AND NON-GREASE (TYPE II) EXHAUST DUCTWORK, DISHWASHER EXHAUST DUCTWORK AND AS AN OPTION TO RECTANGULAR ELBOWS WITH TURNING VANES.

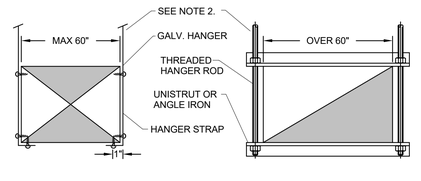
4 LOW PRESSURE DUCT FITTINGS

Scale:NOT TO SCALE



1 TYPICAL RETURN/EXHAUST GRILLE DETAIL

Scale:NOT TO SCALE

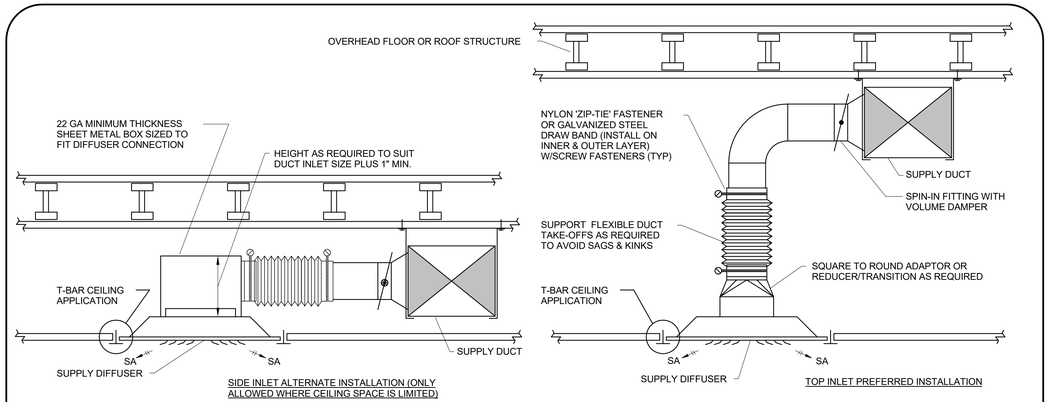


NOTES:

1. ON DUCTS OVER 48" WIDE, BOTTOM SHALL BE BRACED BY ANGLE. FOR CROSS SECTION AREA MORE THAN 8 SQ FT, DUCT SHALL BE BRACED BY ANGLES ON ALL FOUR SIDES.
2. SUPPORTS SHALL BE SPACED AND SIZED AS PER SMACNA.

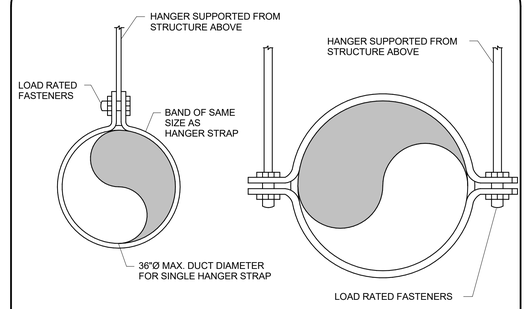
2 RECTANGULAR DUCT HANGER DETAIL

Scale:NOT TO SCALE



5 TYPICAL CONCEALED CEILING SUPPLY DIFFUSER DETAIL

Scale:NOT TO SCALE



NOTES:

1. SUPPORTS SHALL BE SPACED AND SIZED AS PER SMACNA.

3 ROUND DUCT HORIZONTAL HANGER DETAIL

Scale:NOT TO SCALE

REVISIONS

BENTON COUNTY ADMINISTRATION BUILDING

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DETAILS

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ELECTRICAL SPECIFICATIONS

PART 1 - GENERAL

1.01 SUMMARY

A. THIS SPECIFICATION INCLUDES GENERAL REQUIREMENTS FOR MATERIALS AND INSTALLATION OF ELECTRICAL FACILITIES.

B. WORK INCLUDED:

1. FURNISH ALL LABOR, EQUIPMENT, APPLIANCES, MATERIALS, AND PERFORM OPERATIONS REQUIRED FOR COMPLETE INSTALLATION OF ELECTRICAL SYSTEMS SPECIFIED IN ACCORDANCE WITH THESE AND ALL SECTIONS OF SPECIFICATIONS AFFECTING ELECTRICAL WORK, APPLICABLE DRAWINGS, CODES, ORDINANCES, AND TERMS AND CONDITIONS. GUARANTEE ALL LABOR AND MATERIALS FOR ONE YEAR AFTER PROJECT COMPLETION.

2. CONTACT ALL UTILITY COMPANIES AND VERIFY THE EXTENT OF SERVICE WORK TO BE PERFORMED BY THE CONTRACTOR AND BY THE UTILITIES. VERIFY ALL METERING REQUIREMENTS WITH UTILITY AND COMPLY WITH THEIR REGULATIONS.

1.02 STANDARDS

A. INSTALLATION STANDARDS:

NFPA 70 NATIONAL ELECTRICAL CODE
ANSI C2 NATIONAL ELECTRICAL SAFETY CODE
NECA 5055 NECA STANDARD OF INSTALLATION

B. INSTALLERS SHALL HAVE A DEMONSTRATED PROFICIENCY IN ELECTRICAL WORK AND BE QUALIFIED AND APPROPRIATELY LICENSED BY THE AUTHORITY HAVING JURISDICTION.

C. WORKMANSHIP IS CONSIDERED IMPORTANT AND IS SUBJECT TO APPROVAL. NECA STANDARDS OF INSTALLATION WILL BE ENFORCED AS THE MINIMUM QUALITY LEVEL.

D. SECURE AND PAY FOR ALL FEES, PERMITS, ETC., REQUIRED BY LOCAL AND STATE AGENCIES FOR WORK SPECIFIED IN THIS DIVISION.

1.03 GENERAL

A. DRAWINGS:

1. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO SHOW ALL FEATURES OF THE WORK.

2. INSTALL UNDIMENSIONED ELECTRICAL ITEMS IN A MANNER TO PROVIDE SYMMETRICAL APPEARANCE. DO NOT SCALE DRAWINGS FOR EQUIPMENT LOCATION. REVIEW ARCHITECTURAL, STRUCTURAL, AND MECHANICAL DRAWINGS AND ADJUST WORK TO CONFORM TO CONDITIONS SHOWN. DIMENSIONAL ACCURACY IS NOT GUARANTEED AND FIELD VERIFICATION OF DIMENSIONS, LOCATIONS, AND LEVELS TO SUIT FIELD CONDITIONS IS REQUIRED.

3. BRING QUESTIONABLE OR OBSCURE ITEMS, APPARENT CONFLICTS BETWEEN PLANS, SPECIFICATIONS, GOVERNING CODES, OR UTILITIES REGULATIONS TO THE ATTENTION OF THE ARCHITECT DURING BIDDING PERIOD. AFTER CONTRACT AWARD, NOTIFY THE ARCHITECT.

1.04 SUBMITTALS

A. SUBMITTALS SHALL BE MADE OF THE FOLLOWING MATERIALS; PANELBOARDS, LIGHTING FIXTURES, WIRING DEVICES, LIGHT SWITCHES, OUTLET PLATES, COMMUNICATION, SECURITY, AND FIRE ALARM.

B. MATERIALS

1. ALL MATERIALS SHALL BE NEW AND OF THE BEST QUALITY.

2. ALL MATERIALS FOR THE PROJECT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AND, WHERE APPLICABLE, SHALL BE LISTED APPROVED BY A REPUTABLE TESTING LABORATORY FOR THE USE PROPOSED AND BEAR ITS LABEL OR LISTING MARK.

D. EQUIPMENT INSTALLATION:

1. ALL ELECTRICAL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN A MANNER WHICH PROVIDES EASE OF ACCESS FOR OPERATION, SERVICE, AND MAINTENANCE OF ALL EQUIPMENT, PIPING AND VALVES.

2. MANUFACTURER'S INSTALLATION INSTRUCTIONS: ALL INSTRUCTIONS AND DETAILS PROVIDE BY THE MANUFACTURER FOR MOUNTING OF EQUIPMENT SHALL BE FOLLOWED EXACTLY UNLESS OTHERWISE

3. EQUIPMENT FASTENING - ALL FLOOR MOUNTED EQUIPMENT, INTERIOR AND EXTERIOR, SHALL BE SECURED TO THE HOUSEKEEPING BASES WITH DUCTILE STEEL ANCHOR BOLTS, PRESET IN THE CONCRETE BASE. ANCHOR BOLTS AND ANCHORING SHALL BE CAPABLE OF RESISTING HORIZONTAL AND VERTICAL SEISMIC FORCES AS REQUIRED IN THE LATEST EDITION OF THE UNIFORM BUILDING CODE, SECTION 2312.

E. WIRING METHODS

1. ALL WIRING SHALL COMPLY WITH THE NEC AND BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION (AHJ).

2. ALL BELOW GROUND WIRING SHALL BE INSTALLED IN PVC CONDUIT.

3. ALL LINE VOLTAGE WIRING SHALL BE INSTALLED IN CONDUIT, OR MC CABLE

PART 2 - MATERIALS & EQUIPMENT

2.01 CONDUITS

A. NONMETALLIC - UNDERGROUND CONDUITS ONLY:

1. DIRECT-BURIAL: PROVIDE PVC, SCHEDULE 40.

2. PROVIDE PVC FITTINGS FOR PVC CONDUIT AND SUITABLE WATER - TIGHT CONNECTIONS WHERE PVC CONDUIT CONNECTS TO GALVANIZED STEEL CONDUIT.

B. METALLIC (EMT, IMT, RGS) - ABOVE GROUND CONDUIT.

ELECTRICAL SPECIFICATIONS

A. CONSTRUCTION: WELDED AND GALVANIZED SHEET STEEL OF SIZES REQUIRED BY NEC.

B. SHEET STEEL GAUGE REQUIREMENTS (IN ANY DIRECTION):
1. 24" OR LESS - 14 USS GAUGE

C. ENCLOSURE RATINGS:
1. NEMA 1: INDOOR GENERAL AREAS.
2. NEMA 3R OR 4: DAMP, OR OUTDOOR LOCATIONS.

D. LOCATE SO THAT COVERS ARE ACCESSIBLE AT ALL TIMES. MOUNT BOXES FOR CONCEALED CONDUIT SO COVERS ARE FLUSH WITH SURFACE OF FINISHED CEILING OR WALL.

E. PROVIDE PULL BOXES IN ADDITION TO THOSE SHOWN ON PLANS OR REQUIRED BY CODES TO FACILITATE INSTALLATION OF WORK.

F. HANDHOLES SHALL BE CONCRETE OR POLYMER CONCRETE TYPE 1 WITH ELECTRIC ON COVER.

2.04 OUTLET BOXES

A. SIZE AS REQUIRED BY CODE OR AS SHOWN ON THE DRAWINGS. ALLOW EXTRA SPACE WHEN SPLICING.
B. FULL ACCESS SCREWED COVERS MOUNTED WITH CORROSION RESISTANT MACHINE SCREW.

C. INTERIOR/EXTERIOR:
1. GALVANIZED SHEET STEEL CONSTRUCTION.

D. VERIFY LOCATION OF ALL OUTLETS ON ARCHITECTURAL DRAWINGS PRIOR TO ROUGH-IN.

2.05 WIRING DEVICES

A. COMMERCIAL GRADE, 20A, 120V, WHITE COLOR WITH WHITE FACE PLATES.

2.06 PANELBOARDS

A. PROVIDE PANELBOARDS AND BRANCH CIRCUIT BREAKERS WITH RATINGS AS SHOWN ON THE PANEL SCHEDULES. .

2.07 COMMUNICATIONS

A. INSTALL PATCH PANELS, RACEWAYS, CABLES, OUTLETS AND JACKS FOR A COMPLETE SYSTEM.

B. CABLE, JACKS, AND PATCH PANELS SHALL BE RATED CATEGORY 6

C. EQUIPMENT RACK 24"X24"X18 WALL-MOUNT CABINET WITH SWING-OUT RACK AND LOCKABLE DOOR. CPI 11890-724 WITH 2" X 10" GROUND BAR.

E. INSTALL TWO CAT6 CABLES TO EACH DATA OUTLET UNLESS NOTED OTHERWISE.

2.08 LIGHTING
A. PROVIDE LIGHTING FIXTURES AND CONTROLS AS CALLED OUT ON THE DRAWINGS. MOUNT PER MANUFACTURE SPECIFICATIONS. PROVIDE PROPER FITTING FLANGES, SUPPORTS, AND OTHER MOUNTING HARDWARE TO MATCH THE CEILING TYPE OR MOUNTING SURFACE REGARDLESS OF FIXTURE SCHEDULE CATALOG NUMBERS. PROVIDE SEISMIC BRACING FOR FIXTURES.

GENERAL ELECTRICAL SYMBOLS

- BRANCH CIRCUIT PANEL
- DUPLEX RECEPTACLE - WALL MOUNTED - TAMPER RESISTANT IN AREAS NOTED.
- DUPLEX RECEPTACLE - WALL MOUNTED SWITCHED - HALF SWITCHED AND HALF NON-SWITCHED
- FB — FLOOR BOX, 4" POKE-THRU - PROVIDE DEVICES AS SHOWN
- CR — PROXIMITY CARD READER
- DATA OUTLET, 2-PORTS, (2) CAT 6 CABLE - SUBSCRIPT DENOTES NUMBER OF PORTS, OTHER THAN 2. PROVDIE 4" SQ. DEEP BOX WITH SINGLE GANGRING & (1) 1"C. STUBBED INTO CEILING
- WIRELESS ACCESS POINT

RECEPTACLE OUTLET:
X = AS FOLLOWSI
A - ABOVE COUNTER
G - GFCI

LIGHTING SYMBOLS

- ID X — LUMINAIRE: ID = FIXTURE TYPE, X = SWITCH ASSOCIATION
- RECESSED MOUNTED LUMINAIRE - DECORATIVE LENS
- RECESSED MOUNTED LUMINAIRE, EMERGENCY
- EXIT SIGN

LIGHTING CONTROL SYMBOLS

- CRM1 — CONTROLLED RECEPTACLE MODULE - NUMBER DENOTES (1) CONTROL RELAY.
- LDM1 — LIGHTING DIMMING MODULE - NUMBER DENOTES (1) CONTROL RELAY AND (1) 0-10V DIMMING RELAY
- LDME — UL924 DIMMING DEVICE.
- LV LIGHTING CONTROL STATION - DUAL TECHNOLOGY WALL MOUNTED OCCUPANCY SENSOR SWITCH WITH ON/OFF, RAISE/LOWER IN A SINGLE GANG DEVICE - LOWER CASE LETTER DENOTES ZONES TO BE CONTROLLED OR DIMMED.
- LV LIGHTING CONTROL STATION - (4) ZONE CONTROL STATION, ON/OFF, RAISE/LOWER IN A MAXIMUM 2-GANG DEVICE - LOWER CASE LETTER DENOTES ZONES TO BE CONTROLLED
- OS — OCCUPANCY SENSOR - CEILING MOUNTED - DUAL TECHNOLOGY. LOCATE PER MANUFACTURER'S RECOMENDATIONS AND SHOP DRAWINGS.

SUBSCRIPT DENOTES:
"3" THREE WAY
"4" FOUR WAY
"K" KEYED
"D" SOLID STATE DIMMER
"M" MOMENTARY CONTACT
"P" PILOT-LIGHT
"T" TIMER SWITCH
"OS" OCCUPANCY MODE
"VS" VACANCY MODE

SHEET INDEX

SHEET NUMBER	SHEET INDEX
E0.01	ABBREVIATIONS, GENERAL SYMBOLS
E1.11	ELECTRICAL PLAN - LEVEL 1
E1.21	ELECTRICAL PLAN - LEVEL 2
E5.01	ELECTRICAL DETAILS
E7.21	PANEL SCHEDULES

WASHINGTON STATE NONRESIDENTIAL ENERGY CODE COMPLIANCE

1. LIGHTING: THE CONTRACTOR SHALL PROVIDE A WRITTEN CERTIFICATION VERIFYING THAT ALL LAMPS AND BALLASTS HAVE BEEN PROVIDED PER THE SPECIFICATIONS. PROVIDE A LIST WHICH INDICATES THE EXACT PART NUMBER OF THE LAMP AND BALLAST PROVIDED FOR EACH FIXTURE TYPE. INCLUDE THE CERTIFICATION AND THE LAMP/BALLAST LIST IN THE O&M MANUAL.

2. COMMISSIONING REQUIREMENTS: ALL LIGHTING CONTROLS INCLUDING DAYLIGHT OR OCCUPANT SENSING AUTOMATIC CONTROLS, AUTOMATIC SHUT OFF CONTROLS, OCCUPANCY SENSORS OR AUTOMATIC TIME SWITCHES, THE LIGHTING CONTROLS SHALL BE TESTED TO ENSURE THAT CONTROL DEVICES, COMPONENTS, EQUIPMENT AND SYSTEMS ARE CALIBRATED, ADJUSTED AND OPERATE IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS. SEQUENCE OF OPERATIONS SHALL BE FUNCTIONALLY TESTED TO ENSURE THEY OPERATE IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE A WRITTEN STATEMENT CERTIFYING ALL LIGHTING CONTROLS HAVE BEEN COMMISSIONED. INCLUDE CERTIFICATION IN O&M MANUAL.

3. TRANSFORMERS: THE MINIMUM EFFICIENCY OF ALL LOW VOLTAGE DRY-TYPE DISTRIBUTION TRANSFORMERS SHALL BE THE CLASS 1 EFFICIENCY LEVELS FOR DISTRIBUTION TRANSFORMERS SPECIFIED IN TABLE 4-2 OF THE "GUIDE FOR DETERMINING ENERGY EFFICIENCY FOR DISTRIBUTION TRANSFORMERS" PUBLISHED BY THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA TP-1, LATEST EDITION).

GENERAL NOTES:

1. UNLESS OTHERWISE NOTED, DEVICE MOUNTING HEIGHTS MEASURED TO CENTER OF BOX SHALL BE AS FOLLOWS: RECEPTACLES & SYSTEMS OUTLETS +18" AFF SWITCHES & CONTROL DEVICES +46" AFF CLOCKS - SEE INTERIOR ELEVATIONS OR AS NOTED. 'A' DENOTES ABOVE COUNTER. COORDINATE HEIGHTS WITH CASEWORK AND GENERAL CONTRACTOR.
2. ALL BRANCH CIRCUITS SHALL INCLUDE A DEDICATED NEUTRAL AND A GREEN INSULATED EQUIPMENT GROUND CONDUCTOR, MINIMUM WIRE SIZE #12 AWG.
3. MINIMUM WIRE SIZE TO BE #12 AWG UNLESS OTHERWISE NOTED.
4. PROVIDE THE QUANTITY OF CONDUCTORS REQUIRED TO PROVIDE POWER AND CONTROL OF LIGHTING FIXTURES, BATTERY CHARGING, AND OTHER APPLICATIONS TO MEET THE INTENT OF THE DESIGN. SWITCH LEGS, TRAVELERS, ADDITIONAL UNSWITCHED CONDUCTORS, MULTIPLE NEUTRALS, GROUNDS, ETC., ARE NOT INDICATED. SWITCHING INTENT IS INDICATED BY LOWER CASE LETTER DESIGNATION, NOTE OR SYMBOL.
5. LIGHTING CONTROL COMMISSIONING REQUIREMENTS: FOR LIGHTING CONTROLS WHICH INCLUDE DAYLIGHT OR OCCUPANT SENSING AUTOMATIC CONTROLS, AUTOMATIC SHUT-OFF CONTROLS, OCCUPANCY SENSORS, OR AUTOMATIC TIME SWITCHES, THE LIGHTING CONTROLS SHALL BE TESTED TO ENSURE THAT CONTROL DEVICES, COMPONENTS, EQUIPMENT AND SYSTEMS ARE CALIBRATED, ADJUSTED AND OPERATE IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS. SEQUENCES OF OPERATIONS SHALL BE FUNCTIONALLY TESTED TO ENSURE THEY OPERATED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS. A COMPLETE REPORT OF TEST PROCEDURES AND RESULTS SHALL BE PREPARED AND FILED WITH THE OWNER. DRAWING NOTES SHALL REQUIRED COMMISSIONING IN ACCORDANCE WITH THIS PARAGRAPH.

LUMINAIRE SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	OTHER MANUFACTURER	WATTS	SOURCE/MIN LUMENS	MIN LPW	TEMPERATURE/CRI	DRIVER	VOLT	MOUNTING	FINISH	LOCATION	DESCRIPTION
E.A1	ISOLITE	ELT-AC-G-1*-*-SW		3 W	2	-	GREEN LED	LED DRIVER 0-10V DIMMING	UNV 120-277	AS REQUIRED		VARIES	WALL/CEILING MOUNT EXIT SIGN. COORDINATE WITH ARCHITECTURAL FINISHES FOR FINISH COLOR. PROVIDE CHEVRONS AS SHOWN ON FLOOR PLANS.
R.A1	AXIS LIGHTING	DIALED-22-4000-80-35-VL-*-U NV-DP-1-*		39 W	LED ___ LUMENS		3500K 80 CRI MIN	LED DRIVER 0-10V DIMMING	UNV 120-277	RECESSED			2'X2' LED VOLUMETRIC FLAT PANEL LUMINAIRE, * COORDINATE WITH ARCHITECTURAL FINISHES FOR FINISH COLOR
R.A1E	AXIS LIGHTING	DIALED-22-4000-80-35-VL-*-U NV-DP-1-*		39 W	LED 4000 LUMENS		3500K 80 CRI MIN	LED DRIVER 0-10V DIMMING	UNV 120-277	RECESSED			2'X2' LED VOLUMETRIC FLAT PANEL LUMINAIRE, * COORDINATE WITH ARCHITECTURAL FINISHES FOR FINISH COLOR

REVISIONS

KURT JAMES SVIEN — STATE OF WASHINGTON — 35123 — REGISTERED PROFESSIONAL ENGINEER

07/06/2023

ABBREVIATIONS, GENERAL SYMBOLS

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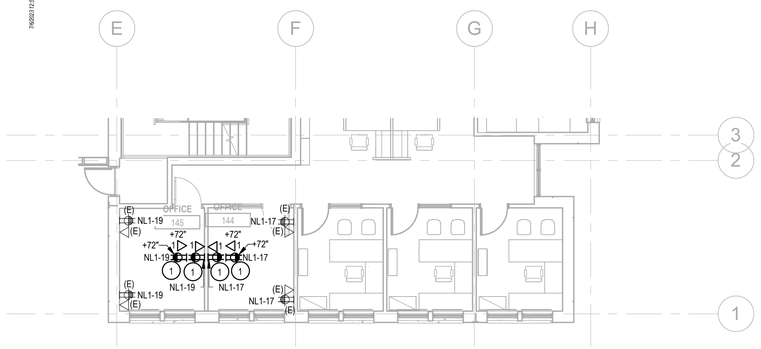
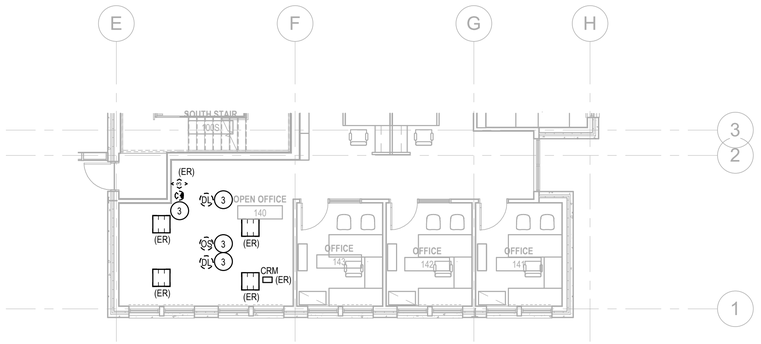


1 LEVEL 1 - POWER & SYSTEMS

SCALE: 1/8" = 1'-0"



3 LEVEL 1 - DEMO

SCALE: 1/8" = 1'-0"

2 LEVEL 1 - LIGHTING

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC AS ADOPTED BY THE STATE OF WASHINGTON OR THE LOCAL AUTHORITY HAVING JURISDICTION.

GENERAL NOTES:

1. ALL SPACES CONTAINING A LOW VOLTAGE SWITCH WITH A DIMMING CAPABILITY SHALL AUTO TURN ON VIA OCCUPANCY SENSORS TO 50% LUMEN OUTPUT AND HAVE THE CAPABILITY OF OVERRIDING THE LUMINAIRES TO 100% LUMEN OUTPUT, UNLESS NOTED OTHERWISE.
2. INSTALL APPROPRIATE AMOUNT OF DISTRIBUTIVE LIGHTING CONTROL DEVICES TO CONTROL VARIOUS SWITCH LEGS IN EACH AREA. THE INSTALLATION OF LIGHTING CONTROL DEVICES, DAYLIGHT SENSORS, OCCUPANCY SENSORS, AND COMMISSIONING SHALL BE DONE TO MEET THE LATEST ENERGY CODE REQUIREMENTS.
3. LUMINAIRES SHALL DEENERGIZE WHEN OCCUPANCY SENSORS DO NOT DETECT MOTION OR PRESENCE FOR 20 MINUTES.

KEYNOTES (XX)

1 CIRCUIT NEW RECEPTACLE TO EXISTING RECEPTACLES IN ROOM.

2 REMOVE LIGHT FROM EMERGENCY CIRCUIT AND RE-CIRCUIT TO NORMAL POWER LIGHT IN THE SAME ROOM.

3 SALVAGE AND TURN OVER TO OWNER AS A SPARE.

REVISIONS

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07/06/2023

ELECTRICAL PLAN - LEVEL 1

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File No:	18.18
Date:	05/24/2023
Drawn by:	Author
Checked by:	Checker
Scale:	As indicated
Sheet Title:	ELECTRICAL PLAN - LEVEL 1
Sheet No:	E1.11

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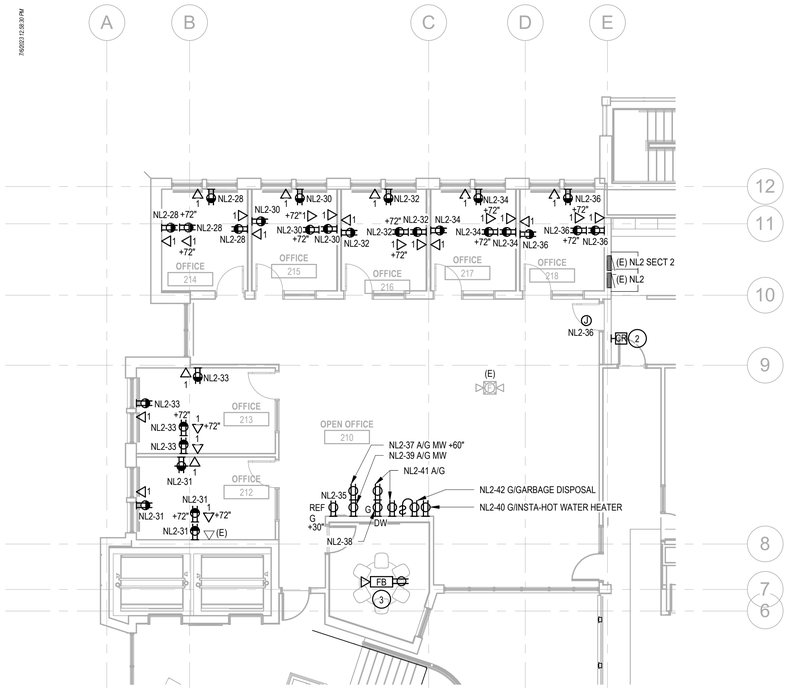
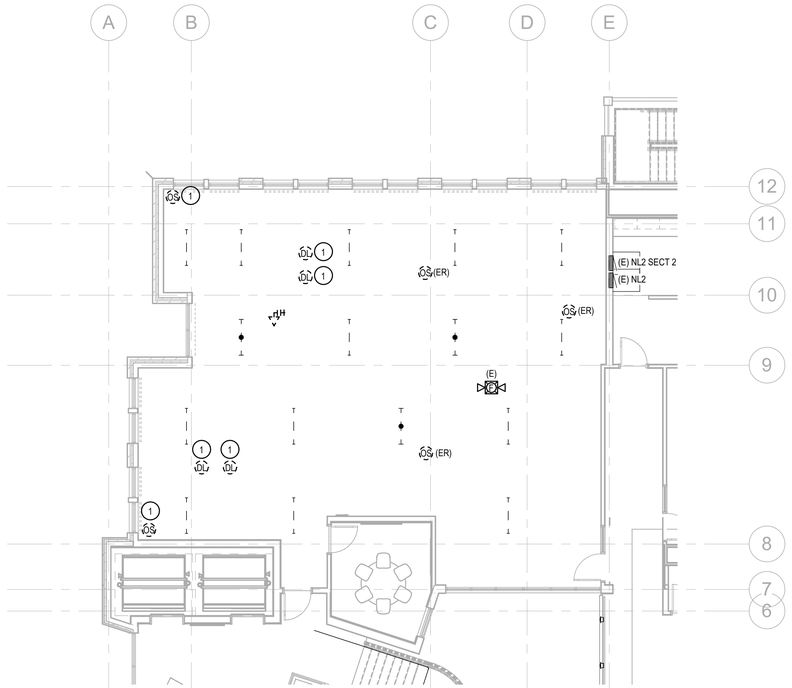


1 LEVEL 2 - POWER & SYSTEMS

SCALE: 1/8" = 1'-0"

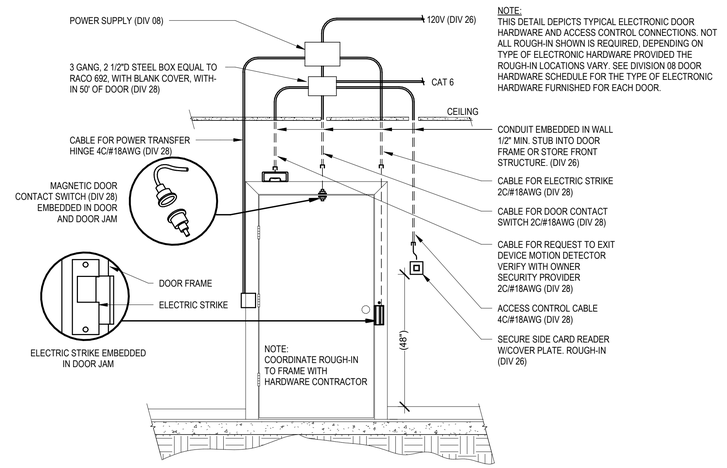


3 LEVEL 2 - DEMO

SCALE: 1/8" = 1'-0"

2 LEVEL 2 - LIGHTING

SCALE: 1/8" = 1'-0"



4 TYPICAL ACCESS DOOR ROUGH-IN DETAILL

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC AS ADOPTED BY THE STATE OF WASHINGTON OR THE LOCAL AUTHORITY HAVING JURISDICTION.

GENERAL NOTES:

1. ALL SPACES CONTAINING A LOW VOLTAGE SWITCH WITH A DIMMING CAPABILITY SHALL AUTO TURN ON VIA OCCUPANCY SENSORS TO 50% LUMEN OUTPUT AND HAVE THE CAPABILITY OF OVERRIDING THE LUMINAIRES TO 100% LUMEN OUTPUT, UNLESS NOTED OTHERWISE.
2. INSTALL APPROPRIATE AMOUNT OF DISTRIBUTIVE LIGHTING CONTROL DEVICES TO CONTROL VARIOUS SWITCH LEGS IN EACH AREA. THE INSTALLATION OF LIGHTING CONTROL DEVICES, DAYLIGHT SENSORS, OCCUPANCY SENSORS, AND COMMISSIONING SHALL BE DONE TO MEET THE LATEST ENERGY CODE REQUIREMENTS.
3. LUMINAIRES SHALL DEENERGIZE WHEN OCCUPANCY SENSORS DO NOT DETECT MOTION OR PRESENCE FOR 20 MINUTES.

KEYNOTES (3XX)

1 SALVAGE AND TURN OVER TO OWNER AS A SPARE.

2 PROVIDE ACCESS DOOR ROUGH-IN PER DETAIL 4 THIS SHEET.

3 EXTEND RECEPTACLE CIRCUIT IN THE ROOM (NL2-14) TO FEED POKE-THRU FLOOR BOX.

REVISIONS

AUBREY JAMES SIVERS — STATE OF WASHINGTON — 35123 — REGISTERED PROFESSIONAL ENGINEER

07/06/2023

ELECTRICAL PLAN - LEVEL 2

BENTON COUNTY ADMINISTRATION BUILDING

7122 WEST OKANOGAN PLACE #D
KENNEWICK, WA 99336

MMEC ARCHITECTURE ▪ INTERIORS
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Spokane, Washington (509) 624-6800
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Sheet No:	E1.21

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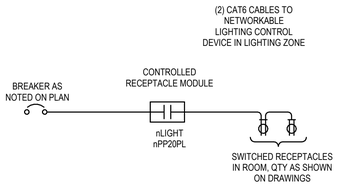
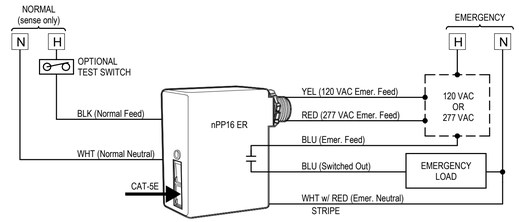


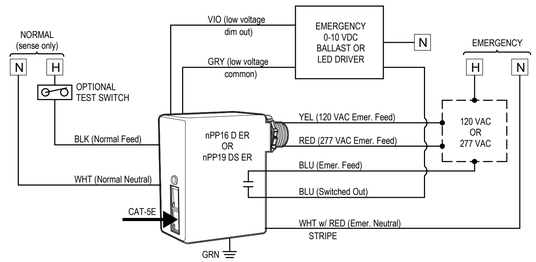
NOTE:

1. CONTROLLED RECEPTACLE MODULE SHALL BE CONTROLLED BY THE ROOM'S OCCUPANCY SENSOR. CONTROLLED RECEPTACLE MODULE AND INSTALLATION SHALL COMPLY WITH WSEC2018 C405.10.

TYPICAL PLUG LOAD CONTROLLER WIRING DIAGRAM
1 N.T.S.

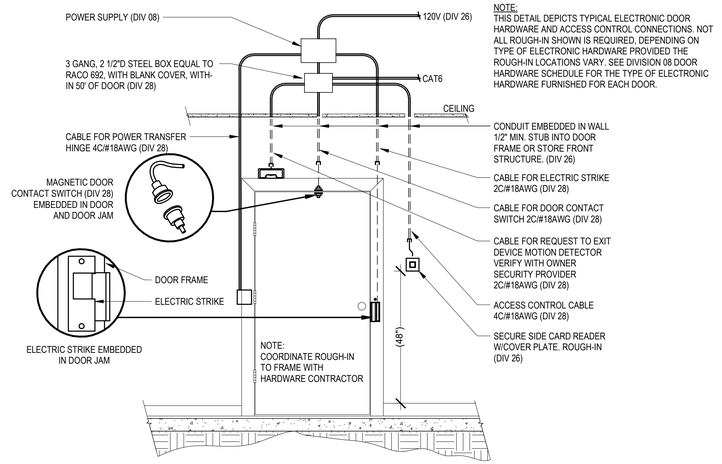


LCME WIRING DIAGRAM FOR EMERGENCY NON-DIMMING UNIT



LDME WIRING DIAGRAM FOR EMERGENCY DIMMING UNIT

UL924 DISTRIBUTIVE LIGHTING CONTROLS DEVICE
2 N.T.S.



NOTE:
THIS DETAIL DEPICTS TYPICAL ELECTRONIC DOOR HARDWARE AND ACCESS CONTROL CONNECTIONS. NOT ALL ROUGH-IN SHOWN IS REQUIRED. DEPENDING ON TYPE OF ELECTRONIC HARDWARE PROVIDED THE ROUGH-IN LOCATIONS VARY. SEE DIVISION 08 DOOR HARDWARE SCHEDULE FOR THE TYPE OF ELECTRONIC HARDWARE FURNISHED FOR EACH DOOR.

TYPICAL ACCESS DOOR DETAIL
3 N.T.S.

REVISIONS

07/06/2023

ELECTRICAL DETAILS

BENTON COUNTY ADMINISTRATION BUILDING
7122 WEST OKANOGAN PLACE #D
KENNEWICK, WA 99336

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Scale:	As indicated
Sheet Title:	ELECTRICAL DETAILS
Sheet No:	E5.01

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PROJECT: BENTON COUNTY ADMIN BUILDING — PANEL: (E) NL2

Location: | Feed-Thru to: | Date: 5/24/2023

Ckt	Description	Phase	Amp	Poles	Notes	Ckt Totals
1	EF-6	A	20A	1		0.04
3	**LTG, RM 222,221,201,202,200A**	B	**20A**	**1**		**1.90**
5	LTG, RM 200,203,204,211	C	20A	1		1.61
7	REC, CONFERENCE 203	A	20A	1		0.77
9	REC, CONFERENCE 203	B	20A	1		1.08
11	REC, CONFERENCE 204	C	20A	1		1.08
13	REC, CONFERENCE 204	A	20A	1		0.77
15	WATER COOLER, LOBBY 200	B	20A	1		0.18
17	EF	C	20A	1		1.10
19	REC, TV MONITORS, LOBBY 200	A	20A	1		0.36
21	FC-18 THRU FC-25, BC-2-1	B	20A	1		1.18
23	-	C		2		1.18
25	FC-2-3, FC-26,FC-27,FC-28,FC-29	A	20A	1		1.23
27	-	B		2		1.23
29	GARBAGE DISPOSAL, BREAK RM 223	C	20A	1		0.97
31	**REC, OFFICE 212**	A	**20A**	**1**		**1.08**
33	**REC, OFFICE 213**	B	**20A**	**1**		**1.08**
35	**OPEN OFFICE 210 FRIDGE**	C	**20A**	**1**		**0.80**
37	**OPEN OFFICE 210 MICROWAVE**	A	**20A**	**1**		**1.20**
39	**OPEN OFFICE 210 MICROWAVE**	B	**20A**	**1**		**1.20**
41	**OPEN OFFICE RECEPTACLES**	C	**20A**	**1**		**0.76**
43	SPARE	A	20A	1		
45	SPARE	B	20A	1		
47	SPARE	C	20A	1		
49	SPARE	A	20A	1		
51	SPARE	B	20A	1		
53	SPARE	C	20A	1		
55	SPARE	A	20A	1		
57	SPARE	B	20A	1		
59	SPARE	C	20A	1		
61	SPARE	A	20A	1		
63	SPARE	B	20A	1		
65	SPARE	C	20A	1		
67	SPARE	A	20A	1		
69	SPARE	B	20A	1		
71	SPARE	C	20A	1		
73	SPARE	A	20A	1		
75	SPARE	B	20A	1		
77	SPARE	C	20A	1		
79	SPARE	A	20A	1		
81	SPARE	B	20A	1		
83	SPARE	C	20A	1		
2	FRIDGE, BREAK RM 223	A	20A	1		0.75
4	MICROWAVE, BREAK RM 223	B	20A	1		1.20
6	REC, BREAK RM 223	C	20A	1		0.18
8	REC, BREAK RM 223	A	20A	1		0.36
10	REC, WORK RM 220	B	20A	1		0.54
12	REC, RM 210,222,221	C	20A	1		0.72
14	REC, CONFERENCE 221	A	20A	1		1.13
16	HOT WATER DISPENSER, BRK RM 2223	B	20A	1		0.75
18	FIRE DAMPERS	C	20A	1		0.50
20	BC-2-2	A	20A	1		0.79
22	-	B		1		0.79
24	MICROWAVE, BREAK RM 223	C	20A	1		1.20
26	ACCESS CONTROL DOORS	A	20A	1		0.20
28	**REC, OFFICE 214**	B	**20A**	**1**		**1.08**
30	**REC, OFFICE 215**	C	**20A**	**1**		**1.08**
32	**REC, OFFICE 216**	A	**20A**	**1**		**1.08**
34	**REC, OFFICE 217**	B	**20A**	**1**		**1.08**
36	**REC, OFFICE 218**	C	**20A**	**1**		**1.08**
38	**OPEN OFFICE 210 DISHWASHER**	A	**20A**	**1**		**1.50**
40	**OPEN OFFICE 210 INSTA WATER HEAT**	B	**20A**	**1**		**1.20**
42	**OPEN OFFICE 210 GARBAGE DISPOSAL**	C	**20A**	**1**		**1.20**
44	SPARE	A	20A	1		
46	SPARE	B	20A	1		
48	SPARE	C	20A	1		
50	SPARE	A	20A	1		
52	SPARE	B	20A	1		
54	SPARE	C	20A	1		
56	SPARE	A	20A	1		
58	SPARE	B	20A	1		
60	SPARE	C	20A	1		
62	SPARE	A	20A	1		
64	SPARE	B	20A	1		
66	SPARE	C	20A	1		
68	SPARE	A	20A	1		
70	SPARE	B	20A	1		
72	SPARE	C	20A	1		
74	SPARE	A	20A	1		
76	SPARE	B	20A	1		
78	SPARE	C	20A	1		
80	SPARE	A	20A	1		
82	SPARE	B	20A	1		
84	SPARE	C	20A	1		

Specifications		
Voltage (L-L):		208
Phase/Wire:		3PH / 4W
Bus Current Rating (Amps):		200
Bus Material:		Cu/Al
Short Circuit Current Rating (Amps)		22kA
Main Type:		BRKR
Main Rating:		200
Neutral Type:		FULL
Mounting/Encl.:	SURFACE	NEMA1

2017 NEC Sections Used in Demand Calculations

Factor #	NEC Reference	Notes
1	TBL 220.44 Receptacles ND	1st 10k @100%, Remainder @50%
2	TBL 220.42 Apartments General Lighting	1st 20k@50%, 20-100k @40%, >100k @30%
3	430.24 Motors	Largest @125% Remainder @100%
4	210.19(A)1 Cont Loads	125%
5	Non-Cont Loads	100%
6	220.51 Heating	100%

Feeder Load Breakdown	Conn(KVA)	Dmd Fact
Non-Dwelling Receptacles	32.96	0.65
Dwelling General Illumination	0.00	0.00
Non-Continuous Lighting	0.00	1.00
Continuous Lighting	3.51	1.25
Exterior Lighting	0.00	1.25
Kitchen Appliances	0.00	1.00
Motors	2.74	1.00
Largest Motor (per phase)	1.50	0.25
Fixed Heating	0.00	1.00
Fixed Cooling	0.00	1.00
Non-Diversity Loads	0.00	1.00
Other	0.00	1.00

Connected Feeder Load Summary

	CONN KVA	CONN AMPS	NEC KVA	NEC AMPS
PHASE A:	**11.26**	**93.76**	**8.25**	**68.70**
PHASE B:	**14.49**	**120.66**	**11.37**	**94.70**
PHASE C:	**13.46**	**112.08**	**10.11**	**84.19**
TOTAL:	**39.21**	**108.84**	**29.73**	**82.53**

Notes:

Panel Loading: ACCEPTABLE

PROJECT: BENTON COUNTY ADMIN BUILDING — PANEL: (E) ELT

Location: | Feed-Thru to: | Date: 5/17/2023

Ckt	Description	Phase	Amp	Poles	Notes	Ckt Totals
1	EM LTG BASEMENT	A	20A	1		0.52
3	**LTG,RM 130,140,100s,100,EL2-3,115,100N**	B	**20A**	**1**		**0.77**
5	EXTERIOR ENTRYWAY LTG	C	20A	1		0.08
7	FIRE SMOKE DOORS, LOBBY 100	A	20A	1		0.50
9	FIRE SMOKE DOORS, LOBBY 100	B	20A	1		0.50
11	EM LTG, RM 300N,310,330, EL2-4 300S	C	20A	1		0.94
13	EM LTG, RM200S,EL2,200N,210	A	20A	1		0.62
15	EF-8, ELEB 008	B	15A	1		0.02
17	FIRE ALARM BELL	C	20A	1		
19	SITE LIGHTING	A	20A	2		0.07
21	-	B	-	-		0.07
23	SPARE	C	20A	1		
25	SPARE	A	20A	1		
27	SPARE	B	20A	1		
29	SPARE	C	20A	1		
31	SPARE	A	20A	1		
33	SPARE	B	20A	1		
35	SPARE	C	20A	1		
37	SPARE	A	20A	1		
39	SPARE	B	20A	1		
41	SPARE	C	20A	1		
2	FIRE ALARM PANEL, IT ROOM 004	A	20A	1		0.80
4	GENERATOR BATTERY CHARGER	B	20A	1		1.00
6	SPARE	C	20A	1		
8	SPARE	A	20A	1		
10	SPARE	B	20A	1		
12	SPARE	C	20A	1		
14	SPARE	A	20A	1		
16	SPARE	B	20A	1		
18	SPARE	C	20A	1		
20	SPARE	A	20A	1		
22	SPARE	B	20A	1		
24	SPARE	C	20A	1		
26	SPARE	A	20A	1		
28	SPARE	B	20A	1		
30	SPARE	C	20A	1		
32	SPARE	A	20A	1		
34	SPARE	B	20A	1		
36	SPARE	C	20A	1		
38	SPARE	A	20A	1		
40	SPARE	B	20A	1		
42	SPARE	C	20A	1		

Specifications		
Voltage (L-L):		208
Phase/Wire:		3PH / 4W
Bus Current Rating (Amps):		100
Bus Material:		Cu/Al
Short Circuit Current Rating (Amps)		22kA
Main Type:		BRKR
Main Rating:		100
Neutral Type:		FULL
Mounting/Encl.:	SURFACE	NEMA1

2017 NEC Sections Used in Demand Calculations

Factor #	NEC Reference	Notes
1	TBL 220.44 Receptacles ND	1st 10k @100%, Remainder @50%
2	TBL 220.42 Apartments General Lighting	1st 20k@50%, 20-100k @40%, >100k @30%
3	430.24 Motors	Largest @125% Remainder @100%
4	210.19(A)1 Cont Loads	125%
5	Non-Cont Loads	100%
6	220.51 Heating	100%

Feeder Load Breakdown	Conn(KVA)	Dmd Fact
Non-Dwelling Receptacles	0.00	0.00
Dwelling General Illumination	0.00	0.00
Non-Continuous Lighting	0.00	1.00
Continuous Lighting	2.93	1.25
Exterior Lighting	0.14	1.25
Kitchen Appliances	0.00	1.00
Motors	2.82	1.00
Largest Motor (per phase)	1.00	0.25
Fixed Heating	0.00	1.00
Fixed Cooling	0.00	1.00
Non-Diversity Loads	0.00	1.00
Other	0.00	1.00

Connected Feeder Load Summary

	CONN KVA	CONN AMPS	NEC KVA	NEC AMPS
PHASE A:	**2.51**	**20.90**	**3.06**	**25.50**
PHASE B:	**2.36**	**19.65**	**2.82**	**23.48**
PHASE C:	**1.02**	**8.49**	**1.53**	**12.70**
TOTAL:	**5.89**	**16.35**	**7.41**	**20.56**

Notes:

Panel Loading: ACCEPTABLE

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REVISIONS

07/06/2023

PANEL SCHEDULES

BENTON COUNTY ADMINISTRATION BUILDING
7122 WEST OKANOGAN PLACE #D
KENNEWICK, WA 99336

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Sheet Title: PANEL SCHEDULES
Sheet No: E7.21

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	BC 08/01/23
Subject:	Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA) between Benton Franklin Workforce Development Council (BFWDC) and the One-Stop Partners of WorkSource Columbia Basin (WSCB).
Presenter:	N/A
Prepared By:	Cyndelle Howell
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

This MOU was developed to confirm the understanding of the One-Stop Partners of WorkSource Columbia Basin (WSCB) regarding the operation and management of the Workforce System in the Benton Franklin WDA11. This MOU also serves to create the framework for providing services to employers, employees, job seekers, and others needing workforce services.

Fiscal Impact

$0

Recommendation

Pass resolution.

Suggested Motion

Approved as part of consent agenda.

Originals (2): 1-BC Commissioners, 1-Benton Franklin Workforce Development Council; Electronic (1) 1-Benton Franklin Workforce Development Council: Cyndelle Howell admin@bf-wdc.org

Cyndelle Howell
Benton Franklin Workforce Development Council
815 N. Kellogg St. Suite C.
Kennewick, WA 99336

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN BENTON FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, WORKFORCE SYSTEM PARTNERS, AND THE CHIEF LOCAL ELECTED OFFICIAL (CLEOs) OF BENTON AND FRANKLIN COUNTIES TO ESTABLISH A COOPERATIVE WORKING RELATIONSHIP BETWEEN THE PARTIES AND TO DEFINE THEIR RESPECTIVE ROLES AND RESPONSIBILITIES FOR THE DELIVERY OF WORKFORCE PROGRAMS UNDER A ONE- STOP SYSTEM;

WHEREAS, the Benton Franklin Workforce Development Council has presented a Memorandum of Understanding between the Benton Franklin Workforce Development Council and the One–Stop Partners pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014; and

WHEREAS, the parties' previous Memorandum of Understanding expired June 30th, 2023**; NOW, THEREFORE,**

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed Memorandum of Understanding, between the Benton Franklin Workforce Development Council and the One-Stop Partners; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said memorandum indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

APPROVED this _____ day of _____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Commissioner

Memorandum of Understanding

July 2023 – June 2026

1. Preamble/Purpose of MOU

This Memorandum of Understanding (MOU) is executed between the Benton-Franklin Workforce Development Council (BFWDC), Workforce System Partners, and the Chief Local Elected Officials (CLEOs) of Benton and Franklin Counties to establish a cooperative working relationship between the Parties and to define their respective roles and responsibilities in achieving objectives pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU also serves to create the framework for providing services to employers, employees, job seekers and others needing workforce services.

The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating in Workforce Development Area (WDA) 11 create a seamless, customer-focused workforce system that aligns service delivery across the board and enhances access to program services. By realizing workforce system opportunities together, partners can build community-benefitting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burdens and costs and increase customer access and performance outcomes. This MOU is not intended to define nor describe all the myriad working relationships and partnerships prevalent in the workforce development system.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the Workforce System in the Benton-Franklin WDA 11. The BFWDC provides local oversight of workforce programming for WDA 11. The BFWDC competitively procures a service provider to function as the operator of the One-Stop Center.

The implementation of WIOA and the American Job Center (AJC) Network has created the opportunity for the BFWDC to reevaluate how it provides WorkSource services to job seekers and businesses. This MOU assures compliance with the mandates of the law, while the partners work together, under the guidance of the BFWDC and CLEOs, to redesign infrastructure and service delivery strategies in support of a more accessible, customer-centered system.

WorkSource Columbia Basin (WSCB) is the American Job Center for the region. AJC is a national brand for all federally funded workforce system sites across the country. In Benton and Franklin counties, WSCB will follow the brand standards authorized by the BFWDC and will use the WSCB name and logo as well as the "A Proud Partner of the American Job Center Network" text and logo as a common identifier.

2. Strategic Development

The signatories of this MOU will work together and use their resources to realize the vision, mission, principles, and objectives described herein.

Mission: Benton-Franklin Workforce Development Council (BFWDC) contributes to our prosperous community by elevating the human potential.

Vision Statement: Promoting a prosperous community by providing a progressive workforce system.

Principles

- ☐ *Integrated* - Think and act as an integrated system of partners that share common goals with services delivered by various organizations with the best capabilities for a seamless customer experience.
- ☐ *Accountable* - Committed to high-quality customer service with regular program performance reviews based on shared data and actions that enhance system outcomes.
- ☐ *Universal Access* - Meet the needs of customers by ensuring universal access to programs, services, and activities for all eligible individuals.
- ☐ *Continuous Improvement* - Create a delivery system that utilizes feedback from employers and job seekers to challenge the status quo and innovate to drive measurable improvements.
- ☐ *Partnership* - Align goals, resources, and initiatives with economic development, business, labor, and education partners.
- ☐ *Regional Strategy* - Work with counterparts to address broader workforce needs of the regional economy and leverage resources to provide higher quality and level of services.
- ☐ *High Quality* - Adhering to an excellent standard.
- ☐ *Excellent Standard* – Tangible outcomes/performance.
- ☐ *Human Centered Design (HCD)* – A creative approach to problem-solving that starts with the customer and ends with new solutions that are tailor-made to suit their needs. HCD is about:
    - Building a deep empathy with the people you're designing for;
        - Generating tons of ideas;
        - Building numerous prototypes;
        - Sharing what you've made with the people you're designing for;
        - Implementing your innovative new solution out in the world.

Objectives

The One-Stop delivery system develops partnerships via the Public Workforce System and provides services to achieve objectives that foster demand-driven skills attainment, enable upward mobility for our citizens and align, coordinate, and integrate programs and services. These objectives will be accomplished by ensuring equitable access to a system that provides:

- A full range of services for all customers seeking employment;
- Building basic educational or occupational skills;
- Earning a postsecondary certification or degree;
- Obtaining guidance on how to make career choices;
- Hiring skilled workers.

3. Partners

The following table outlines the partners in the Workforce System.

Partner Name	Contact Person	Mailing Address	Telephone #	E-mail
Washington State Employment Security Department	Jennie Weber	1530 Stevens, Walla Walla, WA 99362	509-527-1801	jweber@esd.wa.gov
Career Path Services	Cami Eakins	816 West Francis Ave. #1028 Spokane, WA 99205	509-979-9883	ceakins@careerpathservices.org
Columbia Basin College, Worker Retraining ABE	Eduardo Rodriguez	2600 N. 20th Ave., Pasco, WA 99301	509-542-4408	erodriguez@columbiabasin.edu
Department of Labor and Industries	Lynda Ducharme	950 Broadway Ste 200 Tacoma, WA 98402	253-596-3833	Lynda.ducharme@lni.wa.gov
Opportunities Industrialization Center (OIC) of Washington	Anthony Peterson	815 Fruitvale Blvd Yakima, WA 98902	509-248-6751	A.P@yvoic.org
DSHS Division of Vocational Rehabilitation	Douglas Morehead	PO Box 45340 Olympia, WA 98504-5340	360-490-5456	douglas.morehead@dshs.wa.gov
Temporary Assistance to Needy Families (DSHS)	Babs Roberts	P.O. Box 45440, Olympia, WA 98504-5440	360-725-4888	ROBERBA@dshs.wa.gov
Benton-Franklin Workforce Development Council	Tiffany Alviso	815 N Kellogg, Suite C Kennewick, WA 99336	509-734-5993	talviso@bf-wdc.org
Washington State Department of Services for the Blind	Lisa Wheeler	3411 S. Alaska St. Seattle, WA 98118	206-906-5508	Lisa.wheeler@dsb.wa.gov
Educational Service District 123	Steve McCullough	3924 West Court St. Pasco, WA 99301	509-544-5786	smcullough@esd123.org

Compliance

All Parties to this agreement shall provide service delivery in compliance with the laws, as applicable:

- ☐ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ☐ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ☐ Section 504 of the Rehabilitation Act of 1973, as amended,
- ☐ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ☐ The Jobs for Veterans Act (Public Law 1107-288) pertaining to the priority of service in programs funded by the U.S. Department of Labor,
- ☐ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements; Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the

Workforce Development System and other guidance related to implementing WIOA sec. 188,

- ☐ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR part 99),
- ☐ Confidentiality requirements governing the protection and use of personal information held by the VOCATIONAL REHABILITATION (VR) agency (34 CFR 361.38),
- ☐ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ☐ Certification regarding lobbying (31 U.S.C. Section 1352), 29 CFR Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450,
- ☐ Debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education as 2 CFR 3485,
- ☐ Priority of service for WIOA Title I, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(C)(3)(E) and its implementing regulations and guidance,
- ☐ Buy American Provision for each party that receives funds made available under Title I of II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et seq.) certifies that it will comply with Section 8301 through 8303 of Title 41 of the United States Code and as references in WIOA Section 502 and 20 CFR 683.200(f),
- ☐ Salary compensation and Bonus Limitations, each party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 1009-234, and TEGL 17-15,
- ☐ All amendments to each, and
- ☐ All requirements imposed by the regulations issued pursuant to these acts.

4. Partner Responsibilities and Goals

Overview

There are two public-facing, physical, workforce system facilities in Benton and Franklin Counties for which the BFWDC is the convener. One is WorkSource Columbia Basin, a comprehensive One-Stop Center located at 815 North Kellogg St., Suite D in Kennewick, WA. The other is Tri-Cities (TC) Futures, a specialized center pending certification located at 6816 West Rio Grande Ave., Suite C110, Kennewick, WA. With Educational Service District 123 as the fiscal agent.

The Workforce System Partners of the MOU agree to participate in joint planning, development, and modification of activities to accomplish the following:

- ☐ Accessibility of the partner's applicable services to customers through the Workforce delivery system.
- ☐ Participation in the operation of the Workforce System, consistent with the terms of the MOU and requirements of authorized laws.
- ☐ A full list of services by partners is listed below in Attachment D.
- ☐ All partners and staff are adequately trained because of their participation in staff development activities.
- ☐ Continuous partnership building, requiring inclusivity.
- ☐ Continuous planning in response to state and federal requirements.
- ☐ Responsiveness to local and economic conditions, based on employer needs.

- ☐ Utilizing the Efforts to Outcomes (ETO) system or its successor, to maintain customer records and service delivery history and to ensure that service documentation is captured in support of shared system and program performance measures. Once partners and staff are authorized, the full functionality of the Management of Information System (MIS) will be accessible to users and available for activities including but not limited to the documentation of job-seeker activity.
- ☐ All partners and staff are required to respectfully adhere to the organizational structure established by the One-Stop Operator or TC Futures Director and approved by the BFWDC.
- ☐ The Workforce System Partners, based on the specific needs of the communities within the region, agree to make the career, support, follow up and training services required by WIOA available to job seekers and businesses using Human Centered Design (HCD) tools.
- ☐ All partners are required to be engaged and collaborate on how to enhance the broader system to yield better experiences and outcomes for customers of the Workforce System. Lack of participation will result in convener (BFWDC) and partner one-on-one meetings to address the lack of contribution to the partnership and create action steps for improvement**.**

Coordination

Partners agree to coordinate to the maximum extent possible through:

- Effective communication and information sharing,
- Cooperate with the One-Stop Operator or TC Futures Director (depending on location)
- Jointly plan and design processes,
- Commitment to the shared vision,
- The use of common and/or linked data and data-sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to maximize outcomes and customer satisfaction, and
- Participation in regularly scheduled partner meetings.

Delivery Goals

The Parties to this MOU will work together to achieve the following service delivery goals.

Goal for Serving Business Customers:

Goal 1: Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance.

Strategy

- Develop and implement an effective outreach and employer engagement strategy to increase understanding of employers' needs, enhance employers' knowledge of system resources, and establish the local Workforce System as a strategic partner.
- Coordinate business services across all programs by developing a standard menu of business services that are delivered by all partners.

- Serve as a single point of contact for businesses, responding to all requests in a timely manner.
- Provide access to labor market information to employers.
- Provide customized recruitment and job applicant screening, assessment, and referral services.
- Post-employment and follow-up services and support.
- Assist with the interpretation of labor market information.
- Assist Workforce System Partners with career fairs, job fairs and hiring events.
- Coordinate with employers to develop and implement layoff aversion strategies.
- Provide information regarding disability awareness.
- Provide information regarding assistive technology and communication accommodations.

Note: The BFWDC convenes employer engagement services through the WorkSource Business Services Team and will be provided to support the local system to meet the needs of businesses in the local area pursuant to (20 CFR 678.435, 34 CFR 361.435, 34 CFR 463.435).

Goal for Serving Job-Seeking Workforce System Customers

Goal 2: Prepare job seekers with the skills and credentials necessary to secure and advance employment with a sustaining wage.

Strategy

- Identify resources that provide job-seeking customers with opportunities to succeed in their chosen in-demand fields.
- Improve job search and placement services through labor market information for unemployed and underemployed workers.
- Expand and support learning opportunities for workers at all stages of their education and career pathways.
- Workforce System partner staff provide customers with information and guidance regarding available and applicable services which will allow them to navigate seamlessly through the available Workforce services without duplication.
- Workforce System partner staff will provide customers with a menu of services that they can easily understand and exercise customer choice.

Goal for Operations and Systems Improvement

Goal 3: WorkSource Columbia Basin staff are skilled, collaborative, and engaged to better serve customers.

Strategy

- Provide a learning environment and culture for staff to build and utilize new skills for effective and efficient customer services.
- Participate in evaluations that support continuous improvement and ensure that high-quality data informs decisions.
- Workforce System partners work to ensure the customer, upon arrival, is welcomed by professional staff with fundamental knowledge of partner

programs.

5. Process (including referral)

The One-Stop Operator, selected through a competitive process as defined in WIOA Section 121 (d) will adhere to the One-Stop Operator Agreement that is found on the BFWDC website or direct link below.

OSO Statement of Work (bentonfranklinwdc.com)

OSO Firewall (bentonfranklinwdc.com)

The BFWDC must conduct WorkSource evaluations and certifications no less than once every three years.

The One-Stop Operator and TC Futures Director are responsible for assuring that effective, customer-friendly referrals occur in the WorkSource system.

Each party to this MOU agrees to comply with the following referral procedure to achieve seamless, efficient, and customer-focused services:

- ☐ Customers seeking services shall be assessed for interests and needs and will be provided information on the full range of services available through the local WorkSource system;
- ☐ Customer referrals to staff at WorkSource centers, affiliate sites or partners of the system shall be facilitated by phone, written or electronic means;
- ☐ Customer referral information will be recorded in the ETO system or its successor to assure that customer needs and expectations are readily accessible (viewable) by other partners' staff and to ensure that the referral is maintained as part of the customer's permanent services history. Documentation will include:
    - Identified customer needs/basis for referral (what factors prompted the staff person to initiate the referral, customer circumstances/needs)
    - Date of referral
    - Agency acceptance of referral/date of a planned meeting with customer
    - Referral outcome and/or next steps to be identified by the customer and the receiving agency staff person

6. Increased and Maximized Access

WorkSource Partners agree that meeting WIOA's mandate for increased access to the Region's workforce services, particularly for individuals with barriers to employment must be a priority. This necessarily includes, at a minimum, outreach to the following groups of individuals with barriers to employment:

- ☐ Displaced homemakers
- ☐ Low-income individuals
- ☐ Native Americans, including Indians, Alaska Natives and Native Hawaiians as those terms are defined in section 3
- ☐ Individuals age 55 and older
- ☐ Individuals with disabilities, including youth who are individuals with disabilities, and Individuals with vision loss
- ☐ Returning citizen (ex-offenders)
- ☐ Homeless individuals

- ☐ Youth who are in or have aged out of the foster care system
- ☐ English language learners, a group that is often referred to as Limited English Proficiency (LEP), individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- ☐ Eligible migrant and seasonal farmworkers
- ☐ Single parents, including single pregnant women
- ☐ Long-term unemployed individuals
- ☐ Individuals within two years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act
- ☐ Any other groups identified by the Governor

The BFWDC and Partners shall meet federal requirements for physical accessibility at WorkSource Columbia Basin. The BFWDC and Partners shall co-locate services where possible and use appropriate referrals. The BFWDC and Partners shall support and participate in the following strategies to increase access for those with barriers to employment:

- ☐ Identify connection sites to provide greater access to services at a site that the citizens of Benton and Franklin counties already frequent – libraries, community centers, etc.
- ☐ Participate on committees of the BFWDC board and share input to improve access and services for all jobseekers/employers. This includes but is not limited to Adult and
  Employer Linkage, Youth Committee and the Diversity Equity and Inclusion Committee.
- ☐ Increase the use of technology to remove barriers for job seekers and allow for seamless, universal, and remote access to education, training, and other workforce development services. While technology cannot fix all barrier access problems, in many cases it will help staff to improve accessibility.
- ☐ Co-enroll job seekers as part of an integrated service delivery strategy that leverages more resources to help job seekers reach their career goals. This strategy can be especially effective at meeting the needs of populations with barriers to employment. Workforce System Partners will use this strategy as appropriate.

7. Data Sharing and Confidentiality

WorkSource Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

The Partners will work together, based on customer informed consent, to continually find ways to improve the collection and sharing of data within requirements to maintain confidentiality. All WorkSource Partners will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Partners agree to abide by all applicable Federal, State, and local laws and regulations

regarding confidential information, including PII from educational records. Partners will respect and abide by the confidentiality policies and legal requirements of all the other partners. Partners will ensure that the collection and use of any information, systems, or records that contain PII, and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law. Partners will ensure that access to software systems and files under its control that contain PII, or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals. The appropriate data sharing agreements will be created and required certifications will be signed by authorized individuals.

8. Disputes

The parties agree to engage in good-faith negotiations to reach an agreement on the terms of the MOU and IFA.

Whenever possible, disputes will be resolved informally. The WorkSource System will function by consensus under the direction of the BFWDC. When consensus cannot be reached, the parties to the dispute will adhere to WorkSource System Policy 5410 Rev1: Dispute Resolution and Appeals until a BFWDC Local Policy is finalized. MOU signatories will be notified of any updates. As per WIOA, if any of the required partners cannot come to an agreement regarding the IFA, the region shall implement the State Funding Mechanism.

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

9. Complaints

The Workforce System Partners agree to be responsive to customer concerns and complaints and act when appropriate in accordance with state, local area, agency, or program complaint policies. The Initial Customer Complaints documents can be found by following the link below.

Workforce Investment Act Title I-B (bentonfranklinwdc.com)

10. Non-Discrimination and Equal Opportunity

Partners shall not unlawfully discriminate, harass, or allow harassment. The Partners agree to comply with the provisions of 29 CFR Part 38.30 and related, applicable local, state, and federal nondiscrimination regulations, rules, and ordinances.

Each partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination bass on disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

11. Amendment or Cancellation of Agreement

The Agreement may be amended at any time in writing and by mutual consent of the Benton-Franklin Workforce Development Council, Chief Local Elected Officials, and the Agencies. Each Agency may cancel its participation upon sixty (60) days written notice to

the other Agencies. In the event an Agency determines that funds are unavailable to carry out the activities set forth in this Agreement, the Agency shall terminate this Agreement by notifying all other Agencies in writing immediately, and the Agreements shall terminate upon the delivery of such written notification. The same process shall also be followed when the cancellation is for cause. If a core mandatory partner were to cancel this agreement, pursuant to this section, the BFWDC will engage in negotiations, document those negotiations, and then if no resolution is reached, engage the Governor's Office to intercede. This MOU does not conflict with the IFA Operating Budget (Attachment A-1) Agreement Modification language. If Workforce System Partners cannot reach an agreement on an IFA, a State Funding Mechanism (SFM) is triggered in that local area. To that end, the Governor must issue guidance; the Workforce Training and Education Coordinating Board (WTECB) must assist with the issuance of that guidance, and with developing the formula used by the Governor under the SFM to determine one-stop center budgets in the event local consensus cannot be reached.

12. General Provisions

It is understood by the Partners that each should be able to fulfill its responsibilities under the MOU in accordance with the provisions of law and regulations that govern their activities. Nothing in this MOU shall supersede, negate or otherwise render ineffective any such provisions or operating procedures. All parties to the MOU agree to adhere to applicable federal and state laws for the delivery of services. No part of this agreement shall take precedence over or supersede federal laws, state laws, or collective bargaining agreements.

13. Operating Budget and Infrastructure Funding Agreement (IFA – Attachment A)

The Workforce System operating budget consists of several of the following:

- ☐ Non-personnel infrastructure costs necessary for the general operation of the One-Stop center, including but not limited to:
  - Applicable facility cost (such as rent)
  - Costs of utilities and maintenance
  - Equipment (including physical modifications to the center for access, assessment-related product, and assistive technology for individuals with disabilities)
  - Technology to facilitate access to the Workforce System centers, including technology used for the center's planning and outreach activities.
  - Common identifier costs as costs of Workforce System Infrastructure.
- ☐ Additional Costs:
  - Other Costs to be determined via negotiations with the WorkSource partners. One example of a common identifier is the cost of signage for "American Job Centers (AJC)." Or One-Stop centers as per (WIOA sec. 121 (h)(4) and 20 CFR 678.700).

14. Duration and Modification

This MOU commences on July 1, 2023, or the day it is signed by all parties, whichever is later, and shall remain in effect until June 30, 2026. Signatories will be notified of any updates. This MOU will be reviewed not less than once every three years to ensure

appropriate funding and delivery of services.

The IFA commences on July 1, 2023, or the day it is signed by all signatories, whichever is later, and will be updated and approved by the Partners by July 1 of each subsequent year.

WorkSource Partners will be convened bi-annually to reconcile actual costs against those projected in the IFA.

Generally, amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed. Non-substantive changes to the MOU, such as a minor revision to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. Because this MOU is likely to undergo changes, those that do not change the intent of the document will be considered minor revisions.

Substantial changes, such as the removal or addition of a required partner organization or a change due to the election of a new Chief Elected Official, will require renewal of the MOU (20 CFR 678.500(b)(6), (d), and (e); 34 CFR 361.500 (b)(6), (d), and (e); and 34 CFR
463.500 (b)(6), (d), and (e)). An IFA increase of more than 15% of the planned annual costs will require an MOU renewal and requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Renewal of the MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU.
Oral amendments or modifications shall have no effect. If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected.

15. Authority and Signature

The individuals signed below have the authority to commit to the Partner they represent to the terms of this MOU and do commit by signing. The undersigned agencies bind themselves to the faithful performance of this MOU.

16. Attachments

A. & A.1 Infrastructure Funding Agreement and Workforce System Operating Budget

B. Complaint Investigation Agreement

C. Definitions

17. Electronic Signatures, Counterparts and Delivery

The parties agree that this MOU may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement, and that the electronic signature or e-signature of this MOU shall be the same as the execution of an original ink signature; and that E-mail, electronic, or facsimile delivery of a signed copy of this MOU shall be the same as delivery of and original.

Memorandum of Understanding Signatures

By signing below, partners certify that they agree with the MOU and have the authority to bind their agency to the terms of the MOU as indicated below.

Name/Title/Organization	Date	Required Partner/Program(s) Represented
_____ Commissioner Clint Didier, Franklin County		Chief Elected Official
_____ Commissioner Will McKay, Benton County		Chief Elected official
_____ Todd Samuel, Board Chair Benton-Franklin Workforce Development Council		Local Board (BFWDC)
_____ Tiffany Alviso, CEO Benton-Franklin Workforce Development Council		Local Board (BFWDC)
_____ Cami Eakins, CEO Career Path Services		WIOA Title I Adult, Dislocated Worker and Youth, EcSA, One-Stop Operator Fiscal Agent
_____ Eduardo Rodriguez, Vice President for Admin. Services Columbia Basin College		WIOA Title II Worker Retraining and AEFLA

_____ Jennie Weber, Eastern Region Director Employment Security Department ESD Contract Number		WIOA Title III Wagner Peyser, Veterans, TAA, MSFW, WorkFirst, Unemployment Insurance
_____ Douglas Morehead, Contracts Manager DSHS Division of Vocational Rehabilitation		WIOA Title IV
_____ Babs Roberts, Director of Community Services Division DSHS Temporary Assistance to Needy Families		WIOA Title IV
_____ Lynda Ducharme, Regional Administrator, Department of Labor and Industries		Partner Labor & Industries
_____ Anthony Peterson, CEO Opportunities Industrialization Center (OIC) of Washington		Partner OIC
_____ Lisa Wheeler, Asst. Director of Vocational Rehabilitation and Workforce, Washington State Department of Services for the Blind (DSB)		Partner DSB
_____ Steve McCullough, Superintendent Educational Service District 123		Partner ESD123

MOU ATTACHMENT A

Program Year (PY) 23 WORKSOURCE COLUMBIA BASIN OPERATING BUDGET AND INFRASTRUCTURE SHARING AGREEMENT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND PARTNER(S)

STATEMENT OF PURPOSE

The purpose of this attachment to the Memorandum of Understanding (MOU) is to establish the terms and conditions under which the partnership will share resources in the performance of Workforce Services at WorkSource Columbia Basin (WSCB), located at 815 N. Kellogg Street, Suite D, Kennewick, Washington. Through this agreement, the partners have identified those costs related to the operation and maintenance of the Workforce System that are mutually beneficial and agreed upon as shared costs. In addition to the clauses listed below, Attachment B is added to the MOU including the Complaint Investigation Agreement. Partners are listed below, and all notices regarding this Agreement shall be given to the following:

Partner Name	IFA Contact Person	Mailing Address	Telephone #	E-mail
Washington State Employment Security Department (WIOA Title III Wagner Peyser, Vets Work Experience, Unemployment Insurance & WorkFirst)	Jennie Weber	1530 Stevens, Walla Walla, WA 99362	509-527-1801	jweber@esd.wa.gov
DSHS Division of Vocational Rehabilitation (WIOA Title IV)	Douglas Morehead	PO Box 45340 Olympia, WA 98504-5340	360-490-5456	douglas.morehead@dshs.wa.gov
Career Path Services (WIOA Title I Adult, Dislocated Worker, and Youth, EcSA, One-Stop Operator Fiscal Agent)	Cami Eakins	816 West Francis Ave. #1028 Spokane, WA 99205	509-979-9883	ceakins@careerpathservices.org
Opportunities Industrialization Center (OIC) of Washington	Anthony Peterson	815 Fruitvale Blvd, Yakima, WA 98902	509-248-6751	A.P@yvoic.org
Columbia Basin College (Worker Retraining & WIOA Title II AEFLA)	Michael Lee	2600 N. 20th Ave. Pasco, WA 99301	509-542-4399	mlee@columbiabasin.edu
Department of Labor and Industries	Lynda Ducharme	950 Broadway Ste. 200 Tacoma, WA 98402	253-596-3833	Lynda.ducharme@lni.wa.gov
Benton-Franklin Workforce Development Council	Tiffany Alviso	815 N Kellogg, Suite C Kennewick, WA 99336	509-734-5993	talviso@bf-wdc.org
Washington State Department of Servies for the Blind	Lisa Wheeler	3411 S. Alaska St. Seattle, WA 98118	206-906-5508	Lisa.wheeler@dsb.wa.gov

Note: Workforce System Partner, ESD123 is not a WSCB IFA participating entity due to having its own funding agreement at TC Futures.

PERIOD OF PERFORMANCE

This budget and IFA are effective July 1, 2023 – June 30, 2024. The budget will be updated annually. This agreement will be reconciled annually and will have a six and eleven-month review to determine if modification/adjustment is needed to ensure accurate and equitable sharing of costs. Actual Workforce System Partner staffing and all required programs will be considered and added/adjusted/removed biannually and coincide with the reconciliations. If the amounts required to be adjusted are small (below 15%) the BFWDC will share those amounts with the Workforce System Partners but refrain from modifying the billing until the end of the year.

SHARING OF PARTNERSHIP COSTS

In compliance with the Workforce Innovation and Opportunity Act, the Operating Budget consists of non-personnel infrastructure costs as described in Attachment A-1, and other costs consisting of the non-cash contributions of staff responsible for delivering career services and any allowable, allocable other costs identified by the partners as necessary for the operation of WorkSource Columbia Basin. The current three-year facilities lease between Goodwill Industries of The Columbia (GWOTC) and the BFWDC will expire on June 30, 2024. When a new lease is established, partners requiring execution of a sublease will be contacted by the BFWDC. The point of contact articulated on the workforce system partner table (page 3) will be utilized to originate the facilitation of the process on behalf of their agency. Those partners not requiring a sublease will be apprised of lease terms also. It is the intent of the BFWDC to share the results of lessor (GWOTC) negotiations with WSCB partners via writing once determined. Workforce System partners are encouraged to weigh in real-time during frequently established partnership meetings regarding questions related to the lease process. The BFWDC, as conveners of the Public Workforce System in Benton and Franklin Counties, is committed to transparency.

Listed in the table below are the individual Partner's total estimated share of costs for the period of performance for this agreement, by partner.

Partner Name	**Estimated Share of**	
	Sublease Costs	Non- sublease
Employment Security Department (WIOA Title III Wagner Peyser, Vets Work Experience, Unemployment Insurance & WorkFirst)	$136,125	$72,801
DSHS Division of Vocational Rehabilitation (WIOA Title IV)	$15,304	$16,452
Career Path Services (WIOA Title I Adult, Dislocated Worker and Youth, One-Stop Operator)		$124,532
Opportunities Industrialization Center (OIC) of Washington		$11,242
Columbia Basin College (Worker Retraining & WIOA Title II AEFLA)		$11,242
Department of Labor and Industries	$6,058	$5,184
Washington State Department of Services for the Blind		$11,242
SUBTOTALS	$157,488	$252,696
TOTAL INFRASTRUCTURE	$410,184	

Costs and resources needed to operate the workforce system shall be shared as detailed in

Attachment A-1. Costs include, but are not limited to; rent, utilities, supplies unique to WorkSource, Internet support, general operational/maintenance supplies, copier rent, and telephone service. These costs will be shared using a weighted formula: 50% based on the square footage occupied by the partners and 50% based on partner FTE who deliver services. Space reserved by a partner for work experience or similar efforts will be included in the square footage of the partner providing the work experience but will not count toward the FTE of such partner. Resources for these costs will be provided as cash contributions. The costs for Career Services as described in Attachment C will be provided as "in-kind" contributions of staff resources providing career services. FTE providing Career Services are assigned an average estimated value of $100,000 in wages and benefits per FTE to estimate the value of the Career Services provided to the system. Details of the costs and cost-sharing plan appear in Attachment A-1.

In the event estimated costs exceed, or are less than actual costs, partners are still responsible for their share of costs based upon the cost allocation methodology outlined in Attachment A-1.

AGREEMENT MANAGEMENT

The Benton-Franklin Workforce Development Council has been identified as the Agreement Manager and Fiscal Lead. The Fiscal Lead is responsible for the billing, payment and tracking of shared costs. The Agreement Manager is responsible for oversight and review of shared costs for the partnership as well as monitoring of the partnership allocation methodology and funding information. All notices regarding this Agreement shall be sent to the Agreement Manager at the following location: BFWDC CEO, 815 N. Kellogg, Suite C, Kennewick, WA 99336, (509) 734-5993

BILLING AND PAYMENT

Billing and manner of payment of shared costs shall be as agreed to between the Fiscal Lead and the individual partners. All payments shall be made to the Benton-Franklin Workforce Development Council and will be on a monthly cycle as agreed by the parties. Any partner may make advance payment for any period if their funding source regulations allow such payments. For those with leases, separate bills will be provided for lease costs and IFA costs. The Fiscal Lead must receive all payments no later than 30 calendar days after the payment due date. If this Agreement is terminated, or if any partner withdraws, in accordance with the termination provision contained herein, any payments due hereunder shall be prorated based on the effective date of the termination or withdrawal.

AGREEMENT MODIFICATION(S)

The partners recognize that modification may, and likely will be, necessary during the period of the IFA. Partners to the IFA will undertake modification thereof collaboratively. Except for the reallocation of costs as outlined in Attachment A-1 that do not result in an increase in any partner's cost, any modifications to this Agreement, to be valid, must be in writing and signed by all the affected partners. Oral modification shall have no effect. If any provision of the agreement is held invalid; the remainder of the agreement shall not be affected. Modifications must be fully executed by all partners within 30 days.

MONITORING

The partners agree that the performance and operation, as well as the cost allocation methodology of this Operating Budget and IFA, will be reviewed by the Agreement Manager quarterly, or at the request of a partner. The Agreement Manager will provide the partners with the results of this review so the partners may determine if they wish to modify the Agreement.

ASSURANCES

- This agreement will be interpreted under Washington State Law or Federal Law as applicable.
- Each partner warrants it will comply with all Federal, State and/or local laws and regulations applicable to this Agreement.
- It is understood and agreed by the partners that employees receiving compensation for work performed under this Agreement are employees of the partner agency that compensates, supervises, trains, and provides benefits and other support to that employee.
- All press releases, brochures, printed material, reports, and newsletters related to services will recognize the partnership as the funding source and be approved by the Agreement Manager prior to release.
- All partners may use areas designated as common areas within the partnership facility. Each partner will share in the cost and/or provide other resources (such as staffing) for the common space, as noted in Attachment A-1. The partnership and building owner/leaseholder will maintain these areas in good condition and in compliance with the applicable provisions of the Americans with Disabilities Act, and the regulations issued there under.

INDEMNIFICATION

The parties recognize that the partnership consists of various levels of government, not-for-profit, and for-profit entities. To the extent allowable under Washington State law, each state agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No state agency partner assumes any responsibility to any other party, state, or non-state, for the consequences of any act or omission of any third party. To the extent allowable under Washington State law, each non-state agency party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No non-state agency partner assumes any responsibility to any other party, state, or non-state, for the consequences of any act or omission of any third party.

USE AND DISCLOSURE OF INFORMATION

Each party to this Agreement shall use any private and confidential information, provided, or owned by any other party, solely for the purpose for which the information was disclosed. No party shall disclose or misuse any private or confidential information under this Agreement unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject the party, its employees, or agents to a civil penalty of five thousand dollars and other applicable sanctions under state and federal law. (RCW 50.13)

Private and confidential information may only be shared in a manner consistent with contractual confidentiality agreements. This IFA does not supersede such agreements.

TERMINATION

Reference to funds identified in support of this IFA is contingent upon receipt of those funds by the partners. Any partner may withdraw from this IFA if funding is either eliminated or reduced such that the partner can no longer continue its participation in this IFA. Such withdrawal shall be effective upon written notification to the Agreement Manager of the lack of funding, or upon the vacating of the premises by the partner, whichever is later. Such written notice of their withdrawal to the Agreement Manager shall be given at least 60 calendar days prior to the effective date of withdrawal. Upon the withdrawal of any partner, the costs and resources associated with this Agreement shall be reallocated by the Agreement Manager among the remaining partners. This Agreement shall be modified in writing only if the amount of the partner's costs changes. This Agreement may be terminated at any time upon written agreement of all the parties hereto.

DISPUTES

In the event that disputes should arise regarding the terms and conditions, a decision made, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: each party to this agreement shall select an individual to participate in a dispute resolution panel; these individuals shall select, by a simple majority vote, a person not a party to this Agreement who will chair the dispute resolution panel; the panel shall hear the facts of the dispute and render a decision by simple majority vote. This process shall be invoked before proceeding to any lawsuit or civil action.

FACILITY ALTERATIONS OR MODIFICATIONS

Should any of the partners wish to make physical alterations or modifications to the facility, a request for such shall be made to the facility owner, through the leaseholder if appropriate, detailing the requested alteration and/or modification. The request shall be subject to the approval of the facility owner and/or leaseholder. If approved, the cost of such alterations and/or modifications shall be the sole responsibility of the requesting partner, unless otherwise agreed. Upon termination, expiration of this Agreement, or a partner's withdrawal from the agreement, the premises shall be returned to its normal condition, solely at the expense of the partner who made the original alteration/modification, unless other arrangements are agreed to between the partner and the building owner/leaseholder.

SIGNATURES

By signing their signature to the MOU, the partners also commit themselves to the terms and conditions of Attachment A, and A-1, Attachment B and Attachment C.

The partners agree that there is a Workforce System Partner exception to the above statement for Educational Service District 123, whereas they are the fiscal agent for the pending specialized youth center. TC Futures has its own infrastructure funding agreement separate from the broader IFA contained herein.

Center Budget and IFA
WorkSource Columbia Basin
Program Year 2023-2024

CENTER BUDGET		Cost Sharing Basis*	ESD (includes WIOA Title III, Wagner Peyser, Vets Work Experience, UI, & Workfirst,TAA)	DSHS Division of Vocational Rehabilitation (WIOA Title IV)	Career Path Services (WIOA Title I Adult, Youth, Dislocated Worker, One-Stop Operator,EcSA,Quest)	Opportunities Industrializaton Center (OIC of Washington)	Columbia Basin College (Worker Retraining & WIOA Title II AEFLA)	Department of Labor and Industries	Washington State Departmetn of Services for the Blind	Totals
INFRASTRUCTURE COSTS										
Rent	$ 258,516	**Weighted**	$ 131,674	$ 20,014	$ 78,486	$ 7,085	$ 7,085	$ 7,085	$ 7,085	$ 258,516
Facilities - Security & Maint	$ 101,310	**Weighted**	$ 51,602	$ 7,843	$ 30,758	$ 2,777	$ 2,777	$ 2,777	$ 2,777	$ 101,310
ESD Managed Print/Equipment	$ 23,208	**Weighted**	$ 11,821	$ 1,797	$ 7,046	$ 636	$ 636	$ 636	$ 636	$ 23,208
Software - Maint/Licensing	$ 2,800	**Weighted**	$ 1,426	$ 217	$ 850	$ 77	$ 77	$ 77	$ 77	$ 2,800
Supplies (Office Expenses)	$ 10,050	**Weighted**	$ 5,119	$ 778	$ 3,051	$ 275	$ 275	$ 275	$ 275	$ 10,050
Community Outreach	$ 5,000	**Weighted**	$ 2,547	$ 387	$ 1,518	$ 137	$ 137	$ 137	$ 137	$ 5,000
Shredding	$ 3,600	**Weighted**	$ 1,834	$ 279	$ 1,093	$ 99	$ 99	$ 99	$ 99	$ 3,600
WorkKeys	$ -	**Weighted**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EO Accomodation	$ 5,700	**Weighted**	$ 2,903	$ 441	$ 1,731	$ 156	$ 156	$ 156	$ 156	$ 5,700
Total Estimated Annual Infrastructure Costs	**$ 410,184**	**Weighted**	**$ 208,926**	**$ 31,756**	**$ 124,532**	**$ 11,242**	**$ 11,242**	**$ 11,242**	**$ 11,242**	**$ 410,184**
Costs collected via leases			**$ 136,125**	**$ 15,304**				**$ 6,058**		**$ 157,488**
Costs collected via IFA			**$ 72,801**	**$ 16,452**	**$ 124,532**	**$ 11,242**	**$ 11,242**	**$ 5,184**	**$ 11,242**	**$ 252,696**
Monthly Estimated Infrastructure Costs per provider			**$ 17,411**	**$ 2,646**	**$ 10,378**	**$ 937**	**$ 937**	**$ 937**	**$ 937**	**$ 34,182**
ESTIMATED VALUE OF CAREER SERVICES (non-cash donations by on-site partners)			$ 1,900,000	$ 200,000	$ 1,100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	**$ 3,600,000**

* Cost Sharing Basis

% of total space based on square feet occupied by programstaff	49%	10%	30%	3%	3%	3%	3%	100%
% of total space based on program FTE	53%	6%	31%	3%	3%	3%	3%	100%
50% square footage X 50% FTE	**51%**	**8%**	**30%**	**3%**	**3%**	**3%**	**3%**	**100%**

ATTACHMENT B

Workforce System
Complaint Investigation Agreement

I. Statement of Purpose

The purpose of this Agreement is to recognize the need for each WorkSource Columbia Basin partnering agency to address employee/client complaints, and allegations of misconduct and to conduct any necessary investigations under their own established rules, regulations, policies, procedures, and bargaining agreements. This Agreement covers partners and all non-paid workers of each partner delivering services at the regions' Comprehensive and Certified One-Stop Center, WorkSource Columbia Basin, located at 815 North Kellogg, Suite D, Kennewick, Washington, and Pending Specialized Center, TC Futures, located at 6816 West Rio Grande Ave. Suite C110, Kennewick, WA 99336. Non-paid workers include work experience, work-study, and volunteers.

II. Responsibilities

Each partner agrees to provide and maintain a positive work environment.

Each partner agrees to immediately bring any complaint or allegation against an employee or non-paid worker to the attention of the employing or directing partner agency supervisor or manager. For purposes of this section of the Agreement, "employing or directing partner agency" is defined as the partner agency that employs the individual or directs the services of the non-paid worker, who is the subject of a complaint or allegation.

Each partner agrees to respond quickly and effectively to reported incidents, complaints, or allegations.

The employing or directing partner agency shall conduct investigations of reported incidents, complaints, or allegations against one of its employees or non-paid workers and shall complete investigations in a timely and sensitive manner. The employing or directing agency agrees to consult with involved partners on how to continue service delivery in the event an employee of that agency or non-paid worker must be assigned off-site as a result of serious allegations, safety concerns, or while an investigation is being conducted.

Each partner agrees to be objective, neutral, and to the extent possible, maintain confidentiality to ensure fair treatment of the complainant and the subject employee or non-paid worker. Each partner agrees to cooperate in all phases of the investigation and ensuing actions. The employing or directing partner agency agrees to keep the appropriate partner(s) informed as to the status of the investigation to the extent permitted by law.

Each partner agrees to minimize disruption and stress in the workplace by refraining from speculation, and from unnecessary dissemination of information regarding the incident, complaint, allegation, or investigation.

Each partner agrees to ensure that information about findings, conclusions and action taken will only be provided in general terms after final disposition of the incident, complaint, allegation, or investigation.

This Agreement does not apply to discrimination complaints. Discrimination complaints are processed according to Element 8 of the Methods of Administration and WIOA Policy 5402 Revision 1 – Equal Opportunity and Nondiscrimination, Policy 1012 Revision 1 – Customer Concern and

Complaint Resolution and its successor controlling authority under the Workforce Innovation and Opportunity Act. Contact your local Workforce Development Council Equal Opportunity (EO) Officer or the State EO Officer for questions.

Attachment C
Definitions

Agreement Manager

The Benton-Franklin Workforce Development Council has been designated by the partnership to act as the agreement manager and is responsible for the oversight, monitoring, and review of fiscal functions of the Infrastructure Funding Agreement.

Cost Allocation

As described in 2 CFR 200.4, "allocation" is the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. Descriptions of the legally allowable operational costs associated with the maintenance of the One-Stop Service Delivery System are found in WIOA sec. 121(h)(4), sec. 121(i)(1) et seq., and sec. 134(c)(2); see 29 CFR 678.700 et seq. and "Operational Costs" below.

- **Cost Allocation Method** is the methodology according to which costs associated with the maintenance of the Workforce System, including infrastructure costs of one-stop centers, are shared among partner programs. The base(s) used to allocate costs, as agreed upon by the partners. The partners have chosen to allocate costs based on the % of total space occupied by each partner and the % of FTE provided on-site by each partner. These costs must be shared among workforce partner programs based on each program's proportionate use of and relative benefit received from the One-Stop Delivery System. The contribution of each workforce system partner program must adhere to the program's authorizing statute, as well as all other applicable legal requirements, including the Federal Cost Principles that require that costs must be allowable, reasonable, necessary, and allocable (see 2 CFR Part 200, Subpart E, and "Federal Cost Principles" below). Cost allocation methodologies agreed upon by local workforce development boards and one-stop partner programs may include allocation in the aggregate, on an activity basis, on an item-of-cost basis, or on a combined basis. Consistent with Federal Cost Principles, the allocation methods utilized must be both efficient to use and consistently applied over time. Partner program contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program.

- **Cost Allocation Base -** An allocation method uses one or more "bases" for assigning costs. Bases may include the actual cost of square footage for partners on site, a proportionate share of infrastructure costs, FTE, etc.

- **Cost Allocation Plan -** The written documentation of the cost allocation methodologies agreed to by the partnership. The cost allocation plan is included in Attachment A to the MOU and is incorporated herein by reference.

Career Services

Career services, as identified in sec. 134(c)(2) of WIOA, consists of three types: Basic Career Services, Individualized Career Services, and Follow-up Services. Although these services are described in Title I of WIOA, the definitions of these services will be given to all partners participating in the local Workforce System. For example, case management is an individualized career service for programs funded with Title I WIOA resources, but case management delivered by another required WorkSource Partner may count as a career service for the purpose of

developing system budgets and cost-sharing agreements.

Cash Contribution

"Cash contributions" are cash funds provided to the local workforce development board or its designee by workforce system partners, either directly or by interagency transfer (29 CFR 678.720 (c)(1)).

Common Areas or Common Spaces

Space within a center or affiliate that is shared by/available to all the staff who are present at the facility (e.g., a common breakroom, meeting room, hallways, restrooms, etc.)

Customer Space

The portion of a WorkSource Center of Affiliate that is used by any customer from any program (e.g., resource rooms, workshop or classroom spaces, a greeting space, etc.)

Fiscal Lead

The Benton-Franklin Workforce Development Council has been designated by the partnership to be responsible for all fiscal activities related to the operation of this Operating Budget and Infrastructure Sharing Agreement (IFA).

Infrastructure Costs

"Infrastructure costs" are non-personnel costs that are necessary for the general operation of the one-stop center, including: facility rental; utilities and maintenance; equipment (including assessment-related products and assistive technology for individuals with disabilities); and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (29 CFR 678.700). Infrastructure costs for the WorkSource Centers are the responsibility of all workforce partner programs, whether they are physically located in the workforce center or not. Additionally, each entity that conducts a program or activities in a local one-stop center must use a portion of the funds available for the program and activities to maintain the One-Stop Delivery System, including payment of the infrastructure costs of one-stop centers. These payments must be in accordance with 29 CFR Part 678, Subpart E, Federal cost principles, and all other applicable legal requirements.

Minor Modifications

Non-substantive changes to the MOU that do not change the intent of the document. Minor modifications may include but are not limited to, revisions to the infrastructure budget of 15% or less of the total, adjustments to the budget resulting from reconciliation, updates to the main text or attachments that provide clarifications without changing the original intent, etc. Minor modifications to the MOU/IFA may be made with the written consent of all parties to the agreement and do not require new signatures.

Non-cash Contributions

"Non-cash contributions" are comprised of expenditures incurred by workforce system partners on behalf of the one-stop center as well as goods or services contributed by a partner program and used by the one-stop center. Non-cash contributions must be allocable to a specific cost objective to the extent of benefits received by that cost objective, and they must be valued consistent with 2 CFR

200.306 to ensure they are fairly evaluated and meet the partners' proportionate share. See 29 CFR § 678.720 (c)(2) et seq.

Partners Staff Who Do Not Provide WorkSource Services or are Not Allowed to Share in Costs

The costs associated with staff who do not provide WorkSource services or who are not allowed by statute to share costs should not be included in the calculations for cost sharing.

Proportional Share

A proportional share is the share of each partner program's infrastructure costs based upon its proportional use of the one-stop centers and the relative benefit received from that use. The concept of proportional share is used by Federal Cost Principles in the Uniform Guidance (2 CFR part 200) and is to be construed in a manner consistent with the partner programs' authorizing statutes and regulations.

Proportional Use

Local workforce development boards and partner programs are responsible for determining the proportional use of the partner programs, and they may utilize a variety of methods to determine each partner program's proportionate use and relative benefit received, including but not limited to: the proportion of a partner program's occupancy percentage of the one-stop center (square footage); the proportion of a partner program's customers compared to all customers served by the one-stop; the proportion of partner program's staff compared to all staff at the one-stop; a partner program's use of equipment or other items that support the local Workforce System; or any combination of these, or other, proportional formulas.

Relative Benefit

"Relative benefit" received by an entity participating in the One-Stop Delivery System refers to the benefit received by the program toward a specific cost objective necessary for that program's operation. Costs are only allocable to a particular cost objective based on the benefits received by that cost objective. If the benefit cannot be measured directly in an efficient and effective way, then it is appropriate to pool the costs. For the purpose of developing IFAs that will be in effect through June 30, 2019, the parties presume that each One-Stop Service Delivery System Partner Program receives relative benefit from its role within and use of the system. Therefore, consistent with TEGL 17-16, an exact or absolute measurement of benefit will not be conducted.

Reportable Customer

Customers who are recorded in a state-management information system or customers who are recorded through a locally approved process that documents participation in a service or activity offered by the local one-stop service delivery system.

Shared Operating and Shared Services Costs

Workforce System partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other workforce system partners, and business services (WIOA sec.

121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center. A portion of the costs of Local WDB staff who perform functions that are not otherwise paid with WIOA Title I funds and support the general operations of the one-stop centers may also be included as additional costs. An example of such shared operating costs would be a Local WDB staff person acting as the office manager in a one-stop center. As with any additional costs paid by partner programs for the operations of the One-Stop Delivery System, these shared operating costs must be proportionate to the use of the partner program and consistent with the Federal Cost Principles of the Uniform Guidance set forth in 2 CFR part 200.

Third-Party In-kind Contributions

"Third-party in-kind contributions" are: contributions of space, equipment, technology, non-personnel services, or other items by a non-workforce system partner to support workforce system operations in general, not a specific partner; contributions by a non-workforce system partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with workforce system operations, to a workforce system partner to support its proportionate share of workforce system infrastructure costs; valued consistent with 2 CFR 200.306 and reconciled on a regular basis, comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share of the partner.

Comprehensive Centers, which, at a minimum

1. A physical location where job seeker and employer customers can access the programs, services, and activities of all require one-stop partners, along with any additional partners as determined by the SCW as described in 20 CFR 678.305 and 34 CFR 361.305
2. Must have at least one Title I-B staff person physically (from each of the Adult, Dislocated Worker, and Youth formula programs). One Title I-B staff member can represent all three WIOA Title I-B formula programs, and
3. At least one Title III-Employment Services staff person is physically present during all hours of operation.
4. Must provide:
    a. Career services described in 20 CFR 678.430
    b. Access to training services described in 20 CFR 680.200
    c. Access to employment and training activities carried out under WIOA Sec. 134 (d)
    d. Access to programs and activities carried out by one-stop partners described in 20 CFR 678.400 through 410, including Employment Services programs authorized under the Wagner-Peyser Act, as amended by WIOA Title III
    e. Access to workforce and labor market information.
5. Customers must have access to these programs, services, and activities during regular business days; SCW may establish other service hours at other times to accommodate the schedules of individuals (customers) who work on regular business days.
6. Must be physically and programmatically accessible to individuals with disabilities, per 29 CFR 38 and WIOA Sec. 188.
7. See state policy 1016, revision 1 section 4 definitions for full details.

Affiliated Sites, which, at a minimum,

1. Affiliate one-stop sites are access points in addition to the comprehensive one-stop site and must be implemented in a manner that supplements and enhances customer access to services as described in 20 CFR 678.310-320 and 34 CFR 681.310
2. Must:
    a. Make available to job seekers and employer customers one or more of the one-stop partner programs, services, and activities.
    b. Does not need to provide access to every required partner program.
    c. The frequency of program staff's physical presence in the affiliated site will be determined at the local level with the parameters of 20 CFR 678.310
    d. Wagner-Peyser Act employment services cannot be a stand-alone affiliate site and additional partners or partners must be physically present a combined 50% of the time the center is open per 20 CFR 678.315
    e. Must be physically and programmatically accessible to individuals with disabilities, per WIOA Sec. 188, 29 CFR 38, and TEGL 16-16 Sec. 9.
    f. States, in conjunction with the LWDBs, must examine lease agreements and property holdings throughout the one-stop delivery system in order to use property efficiently and effectively. Where necessary and appropriate, States and LWDBs must take expeditious steps to align lease expiration dates with efforts to consolidate one-stop operations into service points where Wagner-Peyser Act employment services are co-located as soon as reasonably possible. These steps must be included in the WIOA State Plan.
3. See state policy 1016, revision 1 section 4 definitions for full details.

Specialized One-Stop, which, at a minimum,

1. Based on local workforce needs, the SCW, in conjunction with WorkSource Partners and the Operator, may determine that a specialized center is appropriate to service particular population(s) described in 20 CFR 378.320 and TEGL 16-16.
2. Specialized Sites as described in 20 CFR 678.300 (d)(3):
    a. Must be connected to a comprehensive one-stop site.
    b. Must be implemented in a manner that supplements and enhances customer access to services.
    c. Do not need to provide access to every required partner.
    d. Must have processes in place to make referrals to these sites and the programs therein.
    e. Wagner-Peyser Act employment services cannot be a stand-alone specialized one-stop site per 20 CFR 678.315 as an additional partner or partners must be physically present a combined 50% of the time the center is open.
    f. Must be physically and programmatically accessible to individuals with disabilities, per 29 CFR 38, and TEGL 16-16 Sec. 9.
3. See state policy 1016, revision 1 section 4 definitions for full details.

Connections Sites, which, at a minimum,

1. Connection sites are self-service only entry points designed to enhance and supplement customer access to information such as connection to job search services, unemployment, online learning, skills development, etc.:
    a. Must be accessible to the general public during regularly scheduled, posted days and hours.
    b. Must be physically and programmatically accessible to individuals with disabilities, per 29 CFR 38.
    c. Must follow branding expectations consistent with WorkSource standards and include the AJC tagline.

d. Must be formally recognized by the BFWDC.
e. Any service, except self-services, delivered at a connection site must be provided by staff who are permanently assigned to a comprehensive, affiliate, or speciated site.

2. See state policy 1016, revision 1 section 3 Policy (v) Connection Sites for full details.

Note: For more information regarding One-Stop Assessment and Certification Policy 1016 Revision 1 at Workforce Professionals Center - WorkSource System Policies & Standards (wa.gov).

Attachment D – Summary of Partner Services

Attachment D: Summary of Partner Services

Roles	Responsibilities	ESD	CPS	DVR	DSHS	CBC	OIC	DSB
ONE STOP PROGRAMS DELIVERED	**(SEE 20 CFR 678.400)**	TITLE III: WP & TAA JVSG	TITLE I: ADULT DW/NDW	TITLE IV: VOC REHAB	TANF	TITLE II: AEFLA & CARL	TITLE I: NFJP	TITLE IV: VOC REHAB
APPLICABLE BASIC CAREER SERVICES	ELIGIBILITY DETERM. FOR TITLE I ADULT, DISLOCATED WORKER OR YOUTH		X					
	OUTREACH, INTAKE, AND ORIENTATION TO ONE-STOP SERVICES	X	X	X	X	X	X	X
	INITIAL ASSESSMENT OF SKILL LEVELS AND SUPPORTIVE SERVICE NEEDS	X	X	X		X	X	
	LABOR EXCHANGE SERVICES	X	X				X	
	REFERRAL TO AND COORDINATION WITH OTHER PROGRAMS AND SERVICES	X	X	X	X	X	X	
	WORKFORCE AND LABOR MARKET EMPLOYMENT INFORMATION	X	X	X			X	
	PERFORMANCE AND COST INFORMATION ON ELIGIBLE TRAINING PROVIDERS	X	X				X	
	LOCAL AREA PERFORMANCE INFORMATION	X	X	X			X	
	INFORMATION ABOUT AND REFERRAL TO SUPPORTIVE SERVICES	X	X	X		X	X	
	ASSISTANCE WITH ELIGIBILITY FOR FINANCIAL AID FOR TRAINING AND ED		X			X	X	
	INFORMATION AND ASSISTANCE REGARDING FILING UI CLAIMS	X	X				X	
APPLICABLE INDIVIDUAL CAREER SERVICES	COMPREHENSIVE / SPECIALIZED ASSESSMENTS OF THE SKILL LEVELS & NEEDS		X	X			X	
	DEVELOPMENT OF AN INDIVIDUAL EMPLOYMENT PLAN		X	X			X	
	GROUP COUNSELING		X		X		X	
	INDIVIDUAL COUNSELING		X	X	X		X	
	CAREER PLANNING (E.G. CASE MANAGEMENT, SEE WIOA SEC. 3(8))	X	X	X	X		X	
	SHORT-TERM PRE-VOCATIONAL SERVICES	X	X	X			X	
	INTERNSHIPS AND WORK EXPERIENCES (INCLUDING TRANSITIONAL JOBS)	X	X	X			X	
	WORKFORCE PREPARATION ACTIVITIES (SEE 34 CFR 463.34);	X	X	X			X	
	FINANCIAL LITERACY SERVICES THROUGH THE WIOA TITLE I YOUTH PROGRAM		X				X	
	OUT-OF-AREA JOB SEARCH ASSISTANCE AND RELOCATION ASSISTANCE	X	X				X	
	ENGLISH LANGUAGE ACQUISITION AND INTEGRATED EDUCATION & TRNG		X			X	X	
BUSINESS SERVICES	LABOR EXCHANGE ACTIVITIES AND LABOR MARKET INFORMATION	X	X				X	
	CUSTOMIZED SCREENING AND REFERRAL OF QUALIFIED PARTICIPANTS	X	X	X			X	
	CUSTOMIZED SERVICES TO EMPLOYERS ON EMPLOYMENT-RELATED ISSUES	X	X	X			X	
	CUSTOMIZED RECRUITMENT EVENTS AND RELATED SERVICES FOR EMPLOYERS	X	X	X			X	X
	HUMAN RESOURCE CONSULTATION SERVICES	X	X					
	CUSTOMIZED LABOR MARKET INFORMATION	X	X				X	
	DEVELOPING AND IMPLEMENTING INDUSTRY SECTOR STRATEGIES	X	X				X	X
	INNOVATIVE WORKFORCE INVESTMENT SERVICES AND STRATEGIES FOR AREA	X	X				X	
	ASSISTANCE MANAGING REDUCTIONS IN FORCE	X	X	X				
	COORDINATION WITH RAPID RESPONSE	X	X				X	
	THE MARKETING OF BUSINESS SERVICES TO APPROPRIATE AREA EMPLOYERS	X	X	X			X	X
	ASSISTANCE WITH ACCESS LOCAL, STATE, AND FEDERAL TAX CREDITS	X	X				X	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/1/2023
Subject:	Scheduled Business - Fund Sergeant Position in the Sheriff's Office
Presenter:	Sheriff Croskrey
Prepared By:	Katie Gillies, CFO
Reviewed By:	Matt Rasmussen, Deputy County Administrator

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

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

Summary / Background Information

The Benton County Sheriff is tasked by the Revised Code of Washington (RCW) to address and maintain the public's safety in Benton County. The Benton County Sheriff's Office has been watching local crimes increase exponentially. There has been an unprecedented increase in crimes against people and property. The Benton County Sheriff's Office is dedicated to address these increases and restore order in Benton County and the Tri-Cities as a whole.

The Benton County Sheriff has identified areas to improve public safety and begin mitigating the current uptick in crime. One of these action items includes creating a pro-active crime team. This team will assist the already established Detectives Division and will support on duty Sheriff Deputies as in-progress crimes are reported. To create a successful pro-active crime team, we need a supervisor to work directly with the team so that they can stay focused on their assigned mission and assist with supervisory tasks as needed. They will also act as a liaison with other local pro-active teams and the Benton County Prosecutor's Office.

The Benton County Sheriff has worked in collaboration with the Commissioners' Office and has identified budget neutral funding for a Sergeant position. The funding will come from turning a vacant deputy sheriff line into a Sergeant line item in combination with excess funding within the department budget.

Fiscal Impact

This request is budget neutral within the same position for 23/24 and to make this proposal budget neutral in future budget cycles, $31,000 will be deducted from multiple Sheriff's Office budget line items in development of the 2025/2026 baseline budget.

Recommendation

Recommend the Board of Benton County Commissioners approve the LIT to fund one additional Sergeant in the Sheriff's Office.

Suggested Motion

I move to approve the LIT to fund one additional Sergeant position in the Sheriff's Office.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 1480 DEPARTMENT NUMBER 121

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

Dated this _____ day of _____, 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: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Public Safety Tax Fund Fund Nbr: 1480

TRANSFER FROM: **Dept. 12**1 TRANSFER TO: **Dept.** 121

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5212100	51465	Deputy Detective	$178,344	5212100	51465	Sergeant	$178,344
TOTAL			$178,344	TOTAL			$178,344

Due to the current public safety needs, a vacant deputy position will be converted into a Sergeant position to lead the Pro Active team that will consist of one Sergeant and three deputy detectives. This request is budget neutral within the same position for 23/24 and to make this proposal budget neutral in future budget cycles, $31,000 will be deducted from multiple Sheriff's Office budget line items in development of the 2025/2026 baseline budget.

Prepared by: Katie Gillies Date: 7/26/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/1/2023
Subject:	Benton County Policy Against Discrimination and Harassment and Reporting Procedures
Presenter:	C Nave
Prepared By:	C Nave
Reviewed By:	E Wyant

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton County's Anti-Discrimination and Harassment Policy was last updated in September 2008. The Prosecuting Attorney's Office worked with the Human Resources Department to draft the long overdue update to the policy. The new policy presented today provides for clarification of process and reporting relationships as well as updates to the list of protected characteristics. The policy has been reviewed and signed off by elected officials and sent to all labor representatives for review.

Fiscal Impact

N/A

Recommendation

HR recommends the Board approve the resolution and sign the updated Policy Against Discrimination and Harassment and Reporting Procedures.

Suggested Motion

I move to approve the Benton County Policy Against Discrimination and Harassment and Reporting Procedures as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

ADOPTING BENTON COUNTY POLICY AGAINST DISCRIMINATION AND HARASSMENT AND REPORTING PROCEDURES, RESCINDING RESOLUTION 08-750

WHEREAS, Benton County's policy is to ensure that all employees have a work environment that is free from unlawful discrimination and harassment; and

WHEREAS, the attached Benton County Policy Against Discrimination and Harassment and Reporting Procedures updates and replaces the current Equal Employment Opportunity/Anti-Discrimination and Harassment Policy and Complaint Procedure adopted by resolution 08-750; and

WHEREAS, County elected officials have all approved and signed the updated policy; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby adopts the attached Benton County Policy Against Discrimination and Harassment and Reporting Procedures; and

BE IT FURTHER RESOLVED, resolution 08-750 is hereby rescinded.

Dated this_____ day of _____, 2023.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Attest.....

Clerk of the Board

Constituting the Board of Commissioners

of Benton County, Washington

cc: All

Prepared by: C Nave

BENTON COUNTY
POLICY AGAINST DISCRIMINATION AND HARASSMENT AND REPORTING PROCEDURES

Benton County officials are committed to equal employment opportunity, and it is the policy of Benton County to ensure that all employees have a work environment that is free from conduct prohibited by this policy.

This policy provides guidelines for identifying, reporting, and resolving claims of unlawful discrimination, harassment, and retaliation.

Types of Discrimination and Harassment That Are Prohibited

Benton County officials strictly prohibit and do not tolerate unlawful discrimination or harassment on the basis of age, sex (including pregnancy), gender identity or expression, marital status, genetic information, sexual orientation, race, color, creed, religion, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or use of a trained dog guide or service animal by a person with a disability, protected activity, or any other protected status, as provided by, and protected under, federal, state or local law.

Such discrimination is prohibited in all terms and conditions of employment and employment-related decisions, including but not limited to, hiring, assignment, compensation, benefits, leave of absence, training, promotion, discipline, termination, layoff, recall, or any other discrete, adverse employment action against an employee that is based on any of the above attributes or conditions.

Harassment is unlawful and prohibited by this policy if an employee's protected status is a substantial basis for such harassment, which can occur in a variety of ways and can include derogatory comments, jokes, names, or pictures, acts of physical aggression, intimidation, hostility, or unequal treatment based on a protected status. The harasser can be the victim's supervisor, an agent of Benton County, a supervisor in another area, a co-worker, or a non-employee. The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.

Prohibited Retaliation

Benton County officials do not tolerate retaliation of any kind against any employees for engaging in activity under this policy, including opposing unlawful discrimination or harassment, making a discrimination or harassment complaint, or participating in an investigation of a complaint under this policy. Elected officials, department managers, and supervisors may not take adverse employment actions that substantially affect the terms, conditions, or privileges of an employee, including discipline, discharge, layoff, or failure to promote, because such employee in good faith reports discrimination or harassment potentially prohibited under this policy or cooperates in the investigation of a complaint under this policy, regardless of whether the complaint was ultimately determined valid or not.

Prohibited conduct hereunder includes any adverse treatment that is based on a retaliatory motive and that is reasonably likely to deter an individual from engaging in protected activity. Any perceived retaliation should be immediately reported to the appropriate person set forth below under Reporting Procedures. Retaliation in violation of this policy may result in disciplinary action, up to and including termination of employment.

Sexual Harassment Is Prohibited

Sexual harassment is one form of unlawful sex discrimination. It is not tolerated and is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made, either explicitly or implicitly, a term or condition of employment; or
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of types of sexual harassment include:

- Verbal Conduct: sexual comments, innuendoes, suggestions, jokes, obscenities, propositions, pressure for dates or sexual favors, comments about another person's anatomy or physical attributes, discussion of sexual activities, demeaning names or terms.
- Non-Verbal Conduct: suggestive looks, gestures with sexual connotation, sexual pictures, cartoons, drawings.
- Physical Conduct: touching, cornering, blocking.

Other prohibited conduct includes aggressive, harassing behavior in the workplace, whether sexual in connotation, that is directed toward an employee based on the employee's gender identity.

The victim as well as the harasser may be of any sex. The victim does not need to be of the opposite sex.

Reporting Procedures

Any employee who believes they have been subjected to discrimination or harassment in violation of this policy, who believes they have witnessed discrimination or harassment in violation of this policy, or who believes they have been subjected to retaliation in violation of this policy, is to do the following:

- If possible, inform the harasser (if harassment is alleged) that the conduct is unwelcome and must stop; **and**
- Promptly report the discrimination, harassment, or retaliation to the elected official or department manager for their department. Alternatively, employees may report discrimination or harassment directly to the Human Resource (HR) Manager employed by the County Commissioners. The HR Manager can be reached at 509-737-2777 or 509-440-3787.

Employees are encouraged to report discrimination, harassment, and retaliation that are in violation of this policy at the earliest possible time.

Complaints may be made either verbally or in writing. Complaints are to be made in good faith. Benton County officials will protect the confidentiality of discrimination, harassment, and retaliation complaints to the extent possible under the law. If complaints are made anonymously, they will be investigated only if sufficient information for an investigation is provided.

If made in writing, the complaint should include a description of the alleged violation(s), the date the violation(s) occurred, any known witnesses, and the name, signature, address, and phone number of the person filing the complaint. The complaint must include sufficient information to allow the investigating party to determine the substance of the complaint.

Employees may also file a complaint and pursue external remedies, within certain time frames, with appropriate state and federal agencies, including: (State Government) the Washington State Human Rights Commission or (Federal Government) the Equal Employment Opportunity Commission. Employees should contact those agencies for information about timelines for filing a complaint and should first attempt to exhaust their remedies as outlined in this policy.

In addition to investigation and support by the Board of Commissioners' HR Department, other support resources are available, including the Employee Assistance Program.

Confidentiality and Public Disclosure

All complaints and investigatory information will be maintained on a confidential basis to the greatest extent possible under the law. However, an investigator may directly or indirectly disclose information if necessary to conduct a reasonable investigation, and such information may be subject to disclosure under the Washington's Public Records Act, RCW 42.56, Washington's Public Employees' Collective Bargaining Act, RCW 41.56, or in connection with litigation.

Investigation of Complaint

Benton County officials, through its elected officials and their staff or contractors, will conduct prompt, thorough, and impartial investigation of allegations in complaints of discrimination, harassment and/or retaliation in violation of this policy. Investigations are conducted as soon as practicably possible after the report of discrimination, harassment or retaliation is made.

Immediately Report to Elected Official or Department Manager: All managers and supervisors who receive a complaint of discrimination or harassment are to immediately report the complaint to the elected official or department manager for their department. If the HR Manager receives a complaint of discrimination, harassment, or retaliation, they are to immediately report the complaint to the appropriate elected official or department manager, unless said elected official or department manager is one of the subjects of the complaint.

Immediately Report to HR Manager and Prosecuting Attorney's Office: All discrimination, harassment, or retaliation complaints are to be forwarded immediately to the Board of Commissioners' HR Manager. The Prosecuting Attorney's Office shall promptly be notified of all complaints and investigations.

The appropriate elected official or department manager will coordinate the investigation with the HR Manager; provided, however:

- If the complaint of discrimination, harassment or retaliation is against an employee from a different department, the elected official or department manager supervising the complaining employee will also coordinate the investigation with the elected official or department manager supervising the subject(s) of the complaint.

- If the complaint is against an elected official, department manager, or the HR Manager, the Prosecuting Attorney and/or outside legal counsel selected by the Prosecuting Attorney will coordinate the investigation. If the complaint is against a County Commissioner, the County Administrator, or the Deputy County Administrator, the HR Department will not conduct the investigation. If the complaint is against the Prosecuting Attorney, outside legal counsel will conduct the investigation.

At a minimum, the investigation should include information from the complainant, alleged harasser, witnesses identified by those individuals, and other persons who could reasonably be expected to have relevant information. The person coordinating the investigation is to ensure that the investigation is conducted in an objective manner.

The extent of the investigation will be based on the nature of the complaint, facts contained in the complaint, and other factors. For example, a complaint regarding a one-time occurrence with no witnesses that is corroborated by the complainant and accused harasser would require no further investigation. However, a complaint involving several alleged occurrences of harassment, or a more general complaint may require more extensive investigation.

A summary of the findings of the investigation will be made available to the complainant and the accused, redacted if necessary and possible to comply with any legal confidentiality obligations, unless the complainant and/or any witness affirms in writing that their identity should not be redacted.

Corrective and Disciplinary Action

Following investigation, if there is a finding of discrimination, harassment, or retaliation in violation of this policy, the Benton County elected official supervising the subject of the complaint will take prompt, appropriate, and effective corrective action to stop the discrimination, harassment, or retaliation, correct its effects on the employee(s), and use all reasonable efforts to ensure that the conduct does not reoccur. **Any employee found to have engaged in discrimination, harassment, or retaliation in violation of this policy or to have otherwise violated this policy may be subject to disciplinary action, up to and including termination of employment.**

Approved and accepted by the undersigned Benton County Elected Officials:

BENTON COUNTY
BOARD OF COMMISSIONERS

Will McKay, Chair

Jerome Delvin, Commissioner

Michael Alvarez, Commissioner

Date:

SUPERIOR COURT

Hon. Jacqueline Shea-Brown, Presiding Judge
Date:

DISTRICT COURT

Hon. Dan Kathren, Presiding Judge
Date: 7/13/23

ASSESSOR'S OFFICE

Bill Spencer, Assessor
Date: 7/11/2023

AUDITOR'S OFFICE

Brenda Chilton
Brenda Chilton, Auditor
Date: 07/13/2023

CLERK'S OFFICE

Josie Delvin, Clerk
Date: 7-5-23

CORONER'S OFFICE

William Leach, Coroner
Date: 06/16/2023

PROSECUTING ATTORNEY'S OFFICE

Eric Eisinger, Prosecuting Attorney
Date: 7/13/2023

SHERIFF'S OFFICE

Tom Croskrey, Sheriff
Date: 6/22/2023

TREASURER'S OFFICE

Kenneth Spencer, Treasurer
Date: 7/11/2023