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, September 19, 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: September 12, 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. Payroll ~ Check Posting List for 09/05/2023
- b. Accounts Payable ~ Check Posting List for 09/08/2023 a
- c. Accounts Payable ~ Check Posting List for 09/08/2023 b

Commissioners
- d. De-Obligation of Rural County Capital Funding of Columbia Garden Project
- e. Surplus & Disposition of Personal Property

Human Services
- f. Agreement w/Most Reliable Job Network for Developmental Disabilities Support Services
- g. Agreement w/Responding to Autism, Inc. for Developmental Disabilities Support Services
- h. Agreement w/Goodwill Industries of the Columbia for Developmental Disabilities Support Services
- i. Agreement w/The ARC of the Tri-Cities for Developmental Disabilities Support Services

Juvenile
- j. Line Item Transfer, Fund No. 1150, Dept. 171
- k. Agreement w/Pitney Bowes for the Lease of Postage Meters & Scales

Public Works
- l. Initiating a County Road Project Designated as CRP 2145 – C. Williams Road Surfacing as an Emergent Project

Purchasing
- m. Ratifying Change Order #1 w/Banlin Construction LLC for the Justice Center TI Project

n. First Contract Amendment w/Schindler Elevator Corporation for Elevator Maintenance & Repairs
o. Purchase of Asphalt From Ergon Asphalt & Emulsions, Inc. by the Public Works Department
p. Agreement of Substitution of Professional Services Contract w/Beckwith Consulting Group for Completing the Comprehensive Parks Master Plan
q. Purchase of a Chevrolet Express Passenger Van From Bud Clary Chevrolet, Inc. for the Corrections Department
r. Accepting Work Performed by Superior Tree Services, LLC for County Wide Brush Cutting Project
s. Agreement of Substitution of Professional Services Contract w/Meier Enterprises, Inc. for Architectural & Engineering Services for the Coroner's Autopsy Ventilation System Upgrade
t. Contract w/Bouten Construction Company for the Three Rivers Behavioral Health Recovery Center Project

Scheduled Business

Draft Six-Year Transportation Improvement Program ~ Brian Malley & M Rasmussen

Updated Public Works Department Organization Chart ~ M Mahoney & M Rasmussen

Other Business

Adjournment

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Administration Building, Kennewick WA
Tuesday, September 12, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present:

Commissioner Jerome Delvin via WebEx
Commissioner Michael Alvarez via WebEx
County Administrator Jerrod MacPherson
Clerk of the Board Marilu Flores

Absent: Chairman Will McKay (Vacation – Excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Cody Shelton, IT; Carlee Nave, HR Manager; Greg Wendt, Community Development Director; Michelle Cooke, Planning Manager; Clerk Josie Delvin; DPA Ryan Brown; Treasurer Ken Spencer; Linda Ivey, Finance Manager; Auditor Brenda Chilton; Robert Blain, Director of Operations & Capital Assets; Steve Caughey, Security Program Coordinator; Tom French, Event Center Manager; Paul Schut, Procurement; Danica Hope, Procurement; Nicole Webb, Commissioners; Amanda Pearson, Commissioners; Corrections Chief Guerrero; Lt. Kist, Corrections

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of August 29, 2023 were approved.

Review Agenda

Jerrod MacPherson added the following to the agenda:

- Other Business - Horse Heaven Wind Farm

Commissioner Alvarez mentioned that they were attending the Energy Communities Alliance meeting in Arlington, VA. He indicated that these meetings were important to ensure nuclear cleanup is done as well as securing funding for our area.

Public Comment

Tina Gregory, Kennewick, thanked the Board for the cleanup information. She spoke about transparency and in-person voting on elections, lockdowns and vaccinations, removing porn in schools and providing communication to legislation informing them that children are off limits.

Consent Agenda

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

Consent Agenda

Auditor

a. Accounts Payable – Check Posting List for 08/25/23
b. Accounts Payable – Check Posting List for 08/25/23 Special Run
c. Accounts Payable – Check Posting List for 09/01/23

Corrections

d. Contract w/Corrections Consulting Services, LLC for Prison Rape Elimination Act Auditing Certification Services
e. Purchase of Conductive Distraction & De-escalation Devices From Compliant Technologies

Human Services

f. Agreement w/Breanna Zavicar for Drug & Alcohol Prevention Services
g. Agreement w/Tanya Logston for Drug & Alcohol Prevention Services

Information Technology

h. Declaration of Surplus Property

Juvenile

i. Contract Amendment No.1 w/Apollo Mechanical Contractors Facility Service for Kitchen Maintenance Services
j. Interagency Agreement w/State of WA, Administrative Office of the Courts for CASA/Volunteer Guardian Ad Litem Programs

Office of Public Defense

k. Amending Superior Drug Court Public Defense Services Agreement w/Deric Orr for Increased Compensation

Planning

l. Interagency Agreement w/Benton County Conservation District for the Voluntary Stewardship Program Work Plan
m. Short Plat Vacation – SPV 2023-002

Purchasing

n. Authorization to Advertise & Bid the Two Rivers Park Boardwalk Project
o. Authorizing the County Administrator to Advertise, Bid, Award & Execute Contract for the Red Mountain Access Road Construction Project
p. Contract w/Walla Water, Inc. for the Garage Door Panels Replacement @ the Fleet Maintenance Facility
q. Purchase of Two Traffic Message Boards From Intermountain Sign & Safety, Inc. for the Public Works Department

r. Accepting Work Performed by Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Retrofit Project
s. Memorandum of Understanding w/State of WA Department of Natural Resources Public Land Survey Office
t. Ratifying Change Order #1 w/Chervenell Construction Company for the Juvenile Justice Remodel Project

Workforce Development Council

u. Appointing John Dickson to Fill Government Position

Credit for Timed Worked for the District Court Administrator

Human Resources Manager, Carlee Nave, presented on behalf of District Court. Ms. Nave indicated that Amanda Watts was appointed to the Acting District Court Administrator on January 1, 2023, while the District Court Administrator was transitioning out for retirement. Ms. Watts was promoted on March 1, 2023, to District Court Administrator. Ms. Nave was before the Board to request Ms. Watts be granted credit for the time worked as Acting District Court Administrator which consisted of moving up her anniversary date by two months.

MOTION: Commissioner Alvarez moved to approve the anniversary date for Amanda Watts. Commissioner Delvin seconded and upon vote, the motion carried.

SUB 2022-004 Preliminary Plat of Blair Loop

Planning Manager, Michelle Cooke, presented SUB 2022-004 and indicated that the applicant submitted a preliminary plat application known as Blair Loop to subdivide approximately 64.70 acres into 11 residential lots. The development was zoned Rural Lands Five Acre District with the average lot size of 5.5 acres and located in the Prosser area of unincorporated Benton County south of Old Inland Empire Highway and Case Road.

Ms. Cooke indicated that the Benton County Planning Commission conducted an open record hearing on August 8, 2023, wherein two additional conditions of approval were added to staff's recommended conditions. At the conclusion of the open record hearing, the Planning Commission forwarded a positive recommendation to the Board of County Commissioners subject to seven findings of fact and 21 conditions of approval. With the completion of the open record hearing, the Benton County Code required the Board of County Commissioners conduct a closed record (appeal) hearing to this preliminary plat.

It was the Planning Division recommendation that the Board of County Commissioners remove condition 11(b) from the conditions of approval as adopted by the Planning Commission and adopt their own findings of fact and conditions of approval and approve the preliminary plat as submitted, subject to the Board of County Commissioners Recommendation, Findings of Fact and Conditions.

MOTION: Commissioner Alvarez moved to approve the preliminary plat of Blair Loop subject to seven (7) findings of fact and twenty-one (21) conditions of approval. The Board adopted its own Findings of Fact and Conditions of Approval and authorized the Chairman to sign the

Board's Decision as presented by Planning staff. Commissioner Delvin seconded and upon vote, the motion carried.

Grant Award from WA State Health Care Authority for Same Day Visit & Transportation Program

Corrections Lt. Kist was requesting renewal of a grant from the Washington Health Care Authority for Same Day Visit and Transportation Program for individuals transitioning into the community. Lt. Kist indicated that new this year was assistance in medication, housing, Medicaid and indicated this would help with the opioid and fentanyl issues. He further indicated that the grant would offset a medical officer and thanked Lisa Small and Cindi Kane for their work on this grant.

Commissioner Delvin also thanked Lisa and Cindi.

MOTION: Commissioner Alvarez moved to approve Contract No. K6920 between Benton County and Washington State Health Care Authority for the Same Day Visit and Transportation Program for an amount not to exceed $292,000 and authorized the Chairman Pro-Tem to sign said Contract. Commissioner Delvin seconded and upon vote, the motion carried.

Temporary Change in the Hours for the Transaction of Business for the Benton County Courthouse in Prosser

Administrator Jerrod MacPherson indicated that this matter was discussed with the Board two weeks ago regarding closing the Courthouse in Prosser to give employees there an opportunity to attend an employee appreciation luncheon known as Flip Flop Friday on September 22, 2023, at the Kennewick Justice location. Mr. MacPherson was requesting the commissioners approve the closure of the Courthouse on September 22, 2023 from 11 a.m. to 2 p.m. to allow employees at that location to attend the employee appreciation event.

Commissioner Alvarez said it was a great thing to do to show their appreciation to employees and thanked Commissioner Delvin for his efforts in starting this event in prior years.

MOTION: Commissioner Alvarez moved to approve a resolution temporarily changing the hours for the transaction of business for the Benton County Courthouse in Prosser. Commissioner Delvin seconded and upon vote, the motion carried

Other Business

Horse Heaven Wind Farm

Greg Wendt, Community Development Director, said that two weeks ago the commissioners asked for a resolution opposing the Horse Heaven Wind Farm project. He said that the Horse Heaven Wind Farm Project was a wind and solar energy generation facility who proposed to be located in unincorporated Benton County. Mr. Wendt said that because of the projector's industrial use, size and location this made the project inconsistent and incompatible with the

required outright permitted uses in the Growth Management Act Agricultural Zoning District, the Washington State designation of long-term commercially agricultural lands, and the required conditional use permit criteria. Before the Board was a Resolution to oppose the project.

MOTION: Commissioner Alvarez moved to approve the Resolution opposing the Horse Heaven Wind Farm project. Commissioner Delvin seconded and upon vote, the motion carried.

Tort Claims

CC 2023-16: Received 09/11/23 from Judith Maurine Yearout
CC 2023-17: Received 09/13/23 from Timothy James Culhane

Accounts Payable

Check Date: 08/25/2023

Warrants #: 248637-248792
Total all funds: $444,306.48

EFT #: 570-593
Transfers #: 1081-1083, 1085, 1090-1092, 1097, 1102
Total all funds: $236,996.36

Check Date: 08/25/2023

Transfers #: 1103
Total all funds: $4,561.27

Check Date: 09/01/2023

Warrants # 248860-248938
Total of all Funds: $382,799.72

EFT #: 594
Transfers #: 1104, 1112-1115
Total all funds: $5,452.38

Resolutions

2023 616	Contract w/Corrections Consulting Services, LLC for Prison Rape Elimination Act Auditing Certification Services
2023 617	Purchase of Conductive Distraction & De-escalation Devices From Compliant Technologies
2023 618	Agreement w/Breanna Zavicar for Drug & Alcohol Prevention Services
2023 619	Agreement w/Tanya Logston for Drug & Alcohol Prevention Services
2023 620	Declaration of Surplus Property

2023 621	Contract Amendment No.1 w/Apollo Mechanical Contractors Facility Service for Kitchen Maintenance Services
2023 622	Interagency Agreement w/State of WA, Administrative Office of the Courts for CASA/Volunteer Guardian Ad Litem Programs
2023 623	Amending Superior Drug Court Public Defense Services Agreement w/Deric Orr for Increased Compensation
2023 624	Interagency Agreement w/Benton County Conservation District for the Voluntary Stewardship Program Work Plan
2023 625	Short Plat Vacation – SPV 2023-002
2023 626	Authorization to Advertise & Bid the Two Rivers Park Boardwalk Project
2023 627	Authorizing the County Administrator to Advertise, Bid, Award & Execute Contract for the Red Mountain Access Road Construction Project
2023 628	Contract w/Walla Water, Inc. for the Garage Door Panels Replacement @ the Fleet Maintenance Facility
2023 629	Purchase of Two Traffic Message Boards From Intermountain Sign & Safety, Inc. for the Public Works Department
2023 630	Accepting Work Performed by Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Retrofit Project
2023 631	Memorandum of Understanding w/State of WA Department of Natural Resources Public Land Survey Office
2023 632	Ratifying Change Order #1 w/Chervenell Construction Company for the Juvenile Justice Remodel Project
2023 633	Appointing John Dickson to Fill Government Position in WFD
2023 634	Credit for Timed Worked for the District Court Administrator
2023 635	SUB 2022-004 Preliminary Plat of Blair Loop
2023 636	Grant Award from WA State Health Care Authority for Same Day Visit & Transportation Program
2023 637	Temporary Changing the Hours for the Transaction of Business for the Benton County Courthouse in Prosser
2023 638	Opposing the Horse Heaven Wind and Solar Project

There being no further business before the Board, the meeting adjourned at approximately 9:21 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 Check Posting List and/or AP Cash Disbursements Journals available upon request from the Auditors Office, have been received and are approved for payment.

Check Date 09/05/2023

Payroll Checks
Total All Funds $ 2,990,106.54
Warrant # 244199-244221
Direct Deposit # 182786-183429

Payroll Deduction Transfers
Total All Funds $ 2,587,534.36
EFT# 595-601
ACH # 1118-1128

Payroll Deduction Warrants
Total All Funds $ 116,453.23
Warrant # 248939-248948

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
182786	9/5/2023	03449	CASTILLEJA, JOSHUA ALAN	0.00	3,070.28
182787	9/5/2023	05049	FLORES, KALOB REESE	0.00	3,496.03
182788	9/5/2023	05105	AVERY, ZACHARY JACOB	0.00	3,549.12
182789	9/5/2023	03899	DAVIS, RIKKI ANNE	0.00	4,452.56
182790	9/5/2023	04990	FIELDS, STEPHEN RALPH	0.00	4,145.38
182791	9/5/2023	05342	FOSTER, DEIDRA ELIZABETH	0.00	2,099.89
182792	9/5/2023	04502	HAYES, DANIELLE RAE	0.00	5,814.32
182793	9/5/2023	05268	HEDSTROM, CHLOE RENEE	0.00	2,870.34
182794	9/5/2023	05341	JAMES, MAKAYLA ALEXIS	0.00	523.47
182795	9/5/2023	04822	LUCE, JENNIFER LYNN	0.00	4,333.75
182796	9/5/2023	05185	MANSON, KJERSTIN LINN	0.00	3,385.73
182797	9/5/2023	05131	MCNEEL, SEAN MICHAEL	0.00	2,970.15
182798	9/5/2023	04821	PETERSON, MARK D	0.00	5,235.02
182799	9/5/2023	03752	PLUMMER, CHRISTOPHER M	0.00	5,383.02
182800	9/5/2023	04858	QUERIN, OLIVER STUART	0.00	4,576.72
182801	9/5/2023	04507	RANGEL, CECILIA	0.00	4,050.01
182802	9/5/2023	04596	SAVCHUK, LILIYA VIKTOROVNA	0.00	2,886.90
182803	9/5/2023	05237	SCHULTZ, KIMBERLY CHAR	0.00	2,187.23
182804	9/5/2023	04598	SHARP, SEAN MICHAEL	0.00	4,181.43
182805	9/5/2023	04413	SPENCER, WILLIAM JACKSON	0.00	8,190.13
182806	9/5/2023	05238	STROUD, SUSAN BRANDY MARIA	0.00	3,218.75
182807	9/5/2023	05347	THOMAS JR, LARRY D	0.00	2,006.95
182808	9/5/2023	02335	CRAWFORD, BRENDA L	0.00	3,756.80
182809	9/5/2023	00005	ELLIOT, BRADLEY DALE	0.00	4,920.42
182810	9/5/2023	04388	STRIECK, MARLENA RAE	0.00	3,734.43
182811	9/5/2023	03967	BOATRIGHT, MERRY C	0.00	3,344.98
182812	9/5/2023	03382	BOHLINGER, SHAWN LEAH	0.00	5,475.98
182813	9/5/2023	02448	BROWN, PATRICK JAMES	0.00	3,809.07
182814	9/5/2023	04203	CERVANTES, MIRANDA LYNN	0.00	3,124.76
182815	9/5/2023	05387	DORSEY, ANDREW O	0.00	4,505.46
182816	9/5/2023	03445	HOOVER, JULIE ANN	0.00	5,201.29
182817	9/5/2023	05290	MELSON, LIVIAN S	0.00	2,255.33
182818	9/5/2023	04862	MILLER, CHRISTOPHER RAYCE	0.00	6,227.74
182819	9/5/2023	03928	MILLER, LAUREN MAE	0.00	4,661.30
182820	9/5/2023	05059	NAKIC, MONIKA	0.00	3,915.03
182821	9/5/2023	05386	REYES JR, FELIX SHAFFER	0.00	4,803.79
182822	9/5/2023	05117	TORRES, JURY IVON	0.00	3,736.50
182823	9/5/2023	02926	BOURBON, VICKI A	0.00	3,476.80

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
182824	9/5/2023	05306	BUSH, JACLYN	0.00	2,978.10
182825	9/5/2023	02450	CHILTON, BRENDA KAY	0.00	4,990.06
182826	9/5/2023	05280	NATERAS, SELENIA	0.00	3,244.37
182827	9/5/2023	02501	ROE, LORENE FAY	0.00	4,414.98
182828	9/5/2023	05029	SUAZO, AMY MARIE	0.00	3,236.56
182829	9/5/2023	04826	BELL, JAMES BRIAN	0.00	4,195.07
182830	9/5/2023	05114	GONZALEZ PANIAGUA, DANIEL	0.00	4,046.31
182831	9/5/2023	02714	JOHNSON, MARY MICHELLE	0.00	3,872.83
182832	9/5/2023	05082	O'BRIEN, BRAD LEE	0.00	6,111.44
182833	9/5/2023	04523	TAYLOR, TROY JAMES	0.00	4,510.84
182834	9/5/2023	05193	TIPLADY, GARY J	0.00	4,003.92
182835	9/5/2023	05310	VOGT, VERONICA M	0.00	3,096.52
182836	9/5/2023	04508	BLAIN, ROBERT LEE	0.00	8,600.36
182837	9/5/2023	04786	CALHOUN, DEBORAH C	0.00	5,265.52
182838	9/5/2023	04928	HOPE, DANICA ANGELA	0.00	4,432.95
182839	9/5/2023	05235	OLLERO, RILEY AUGUSTIN	0.00	7,221.94
182840	9/5/2023	04907	OROPEZA, AIMEE MARIE	0.00	4,605.01
182841	9/5/2023	04365	SCHUT, PAUL THOMAS	0.00	5,867.04
182842	9/5/2023	05107	ENRIQUEZ BAEZ, REBECCA M	0.00	2,799.82
182843	9/5/2023	04697	AGUILAR-MALDONADO, MARIA DEL C	0.00	4,103.23
182844	9/5/2023	00051	BINGMAN, SHERRY L	0.00	4,027.11
182845	9/5/2023	05931	BORQUEZ, ALEJANDRA	0.00	2,390.99
182846	9/5/2023	04494	BROWN, SHAUNA MARIE	0.00	3,443.64
182847	9/5/2023	05098	COFFLAND, SAMANTHA MAE	0.00	3,657.21
182848	9/5/2023	00100	DELVIN, JOSEPHINE	0.00	5,910.82
182849	9/5/2023	05281	DICKHOFF, JANE ELIZABETH	0.00	5,576.81
182850	9/5/2023	03799	EAYRS, TRACI RENE	0.00	2,782.04
182851	9/5/2023	05388	GLATT, GABRIELA ELIZABETH	0.00	3,099.44
182852	9/5/2023	04979	GLUBRECHT, ALLISON	0.00	3,663.45
182853	9/5/2023	05269	GRECO, SHELIE LYNN	0.00	3,133.47
182854	9/5/2023	02674	HUDSON, PETER M	0.00	3,464.80
182855	9/5/2023	02339	HUNSAKER, LAURIE ANN	0.00	4,306.78
182856	9/5/2023	05217	MASCORRO, AMANDA	0.00	725.46
182857	9/5/2023	05063	MUNOZ, RUBY	0.00	3,717.51
182858	9/5/2023	04135	MURRY, CAMAS MARIE	0.00	4,122.99
182859	9/5/2023	05174	MURRY, MICHELLE CARLENE	0.00	3,595.69
182860	9/5/2023	03702	OSBORNE, ELAINE M	0.00	5,276.65
182861	9/5/2023	04299	PANTHER, JOHN MARK	0.00	3,996.80

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
182862	9/5/2023	03171	PLOWMAN, DARCY D ANN	0.00	5,011.26
182863	9/5/2023	05218	RICHIED, DENNIECE MEGAN	0.00	3,308.55
182864	9/5/2023	02644	ROBERTSON, CYNTHIA JEAN	0.00	4,020.26
182865	9/5/2023	05307	ROGERS, MARJORIE ARLENE	0.00	3,070.41
182866	9/5/2023	05222	RUSSELL, JENNA MARIE	0.00	3,220.02
182867	9/5/2023	03887	SAKOTA, LORI ANNE	0.00	3,767.57
182868	9/5/2023	05396	SHIRLEY, AMY LYNN	0.00	3,286.60
182869	9/5/2023	05326	SIERRA, MELISSA RENEE	0.00	3,453.96
182870	9/5/2023	04709	SOLLMAN, CHRISTINE PHIPPS	0.00	3,910.23
182871	9/5/2023	04801	SONS, REBECCA FAITH	0.00	158.08
182872	9/5/2023	05273	THURMAN, VERONICA KATHLEEN	0.00	3,420.83
182873	9/5/2023	00601	WAGAR-WEIDNER, SARAH ANN	0.00	3,871.35
182874	9/5/2023	00067	TANNER, JUDY D	0.00	5,063.68
182875	9/5/2023	05278	GASTON, BRITNIE ELYSE	0.00	3,373.75
182876	9/5/2023	05144	HALBERT, ERICA A	0.00	3,420.55
182877	9/5/2023	04627	KARCH, BETHANY GRACE	0.00	3,919.85
182878	9/5/2023	05220	MCINTOSH, KAYLA NICOLE	0.00	2,957.76
182879	9/5/2023	04618	SAUNDERS, KIM MICHELLE	0.00	3,803.44
182880	9/5/2023	05260	STEELE, SONDRA KAY	0.00	2,662.59
182881	9/5/2023	05316	ALVAREZ, MICHAEL	0.00	6,898.49
182882	9/5/2023	02769	BROWN, PEGGY SUE	0.00	3,538.51
182883	9/5/2023	04245	DELVIN, JEROME L	0.00	5,724.32
182884	9/5/2023	02037	FLORES, MARILU	0.00	4,360.69
182885	9/5/2023	03481	IVEY, LINDA J	0.00	9,510.73
182886	9/5/2023	04649	MACPHERSON, JERROD BRUCE	0.00	11,170.93
182887	9/5/2023	05081	MCKAY JR, WILLIAM DEAN	0.00	8,355.59
182888	9/5/2023	02618	MCKENZIE, CAMI JO	0.00	9,906.42
182889	9/5/2023	04384	RASMUSSEN, MATTHEW STEPHEN	0.00	12,638.30
182890	9/5/2023	05383	WEBB, NICOLE MARIE	0.00	3,911.09
182891	9/5/2023	05379	HARDIN, SHARON KAY	0.00	1,390.28
182892	9/5/2023	03566	HEWITT, EILEEN MARIE HOLMAN	0.00	4,185.54
182893	9/5/2023	03557	ELSTON, JODI LEE	0.00	2,154.78
182894	9/5/2023	05134	JENSEN, BROOKE	0.00	2,031.07
182895	9/5/2023	04251	LEACH, WILLIAM CHARLES	0.00	6,365.83
182896	9/5/2023	04849	LEE, NICOLE JANELLE	0.00	3,410.89
182897	9/5/2023	05378	TIMMONS, JLYN RENEE	0.00	2,023.19
182898	9/5/2023	05228	WICKLINE, SCOTLAND ODONNELL	0.00	2,594.84
182899	9/5/2023	05168	ALCANTAR, SYNTHIA	0.00	4,194.30

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
182900	9/5/2023	04897	AESCHLIMAN, JUSTIN SAMUEL	0.00	4,523.12
182901	9/5/2023	05150	ALEXANDER, JASON D	0.00	4,289.32
182902	9/5/2023	03151	ARMSTRONG, MATTHEW KENNETH	0.00	5,239.03
182903	9/5/2023	05397	BECKMANN, ZACHARY MARTIN	0.00	3,761.69
182904	9/5/2023	03120	BELL, BRYCEN P	0.00	5,024.78
182905	9/5/2023	04882	BELL, KEVIN LEE	0.00	3,260.95
182906	9/5/2023	04978	BERGEVIN, IAN JAMES	0.00	4,299.64
182907	9/5/2023	03051	BLAIR, CHAD L	0.00	4,834.64
182908	9/5/2023	03914	BLUMENTHAL, TERRY MARVIN	0.00	4,311.77
182909	9/5/2023	04839	BOSTELMAN, THOMAS E	0.00	5,345.03
182910	9/5/2023	05166	BROWNING, RONALD ALLEN	0.00	2,938.34
182911	9/5/2023	03378	BULLINGTON, BRADLEY HAROLD	0.00	4,904.91
182912	9/5/2023	05181	CALDERA JR, FELIPE	0.00	4,920.62
182913	9/5/2023	04583	CASTELLANOS, MARIA G	0.00	4,198.66
182914	9/5/2023	03491	CLARK, MICHELLE	0.00	5,168.13
182915	9/5/2023	03898	COMBS, JOSHUA ISAAC	0.00	7,011.87
182916	9/5/2023	03010	COULSON, LARRY CHARLES	0.00	4,747.10
182917	9/5/2023	04239	COX JR, JONATHAN N	0.00	3,493.59
182918	9/5/2023	03798	DAVISON, TIMOTHY PATRICK	0.00	5,213.47
182919	9/5/2023	02397	DEGRAAF, JONATHAN ANDREW	0.00	4,866.79
182920	9/5/2023	04467	DELEON, GUILLERMO A	0.00	4,767.48
182921	9/5/2023	04896	DODGE, BRICE JONATHAN	0.00	4,734.85
182922	9/5/2023	03740	DRASKOVIC, BORIS	0.00	3,957.45
182923	9/5/2023	01989	DURY, MONA MEON	0.00	4,008.76
182924	9/5/2023	04767	ELFERING, JOHN C	0.00	5,141.48
182925	9/5/2023	03092	ESSMAN-COOPER, DEBBIE SUE	0.00	4,555.11
182926	9/5/2023	03610	FAIRCHILD, KAY L	0.00	3,105.18
182927	9/5/2023	00179	FINLEY, DANIEL M	0.00	6,106.21
182928	9/5/2023	04524	GARCIA, SHAMEKA JOSEPHINE	0.00	5,231.89
182929	9/5/2023	05153	GENACK, KENNETH MICHAEL	0.00	3,643.79
182930	9/5/2023	03267	GILMORE, HUBERT EDWARD	0.00	4,413.00
182931	9/5/2023	02768	GONSALVES, KANDY MARIE	0.00	3,993.96
182932	9/5/2023	03147	GRALL, CHAD WILLIAM	0.00	5,721.97
182933	9/5/2023	03475	GRIMM, SHANE O	0.00	7,021.90
182934	9/5/2023	02500	GUERRERO JR, ROBERT	0.00	7,245.04
182935	9/5/2023	03559	GUNDERSON, MATTHEW S	0.00	4,025.58
182936	9/5/2023	03649	HANNAMAN, GLENN OWEN	0.00	5,638.06
182937	9/5/2023	05252	HEBERT, ALEXANDRA KAITLIN	0.00	2,881.12

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
182938	9/5/2023	04838	HERNANDEZ, JOSHUA DAVID	0.00	4,543.64
182939	9/5/2023	05012	JAMISON, JORAEL REED	0.00	6,533.87
182940	9/5/2023	04747	JONES, CHRISTIAN JAMES	0.00	4,479.94
182941	9/5/2023	05319	KAEHLER, JASON D	0.00	5,866.18
182942	9/5/2023	02969	KANE, CINDI DIANA	0.00	4,832.15
182943	9/5/2023	03663	KIST, KASEY L	0.00	5,495.06
182944	9/5/2023	04658	KNAPP, MELISSA RENAE	0.00	3,054.87
182945	9/5/2023	05254	KWANT, MARTIN ALLEN	0.00	3,428.35
182946	9/5/2023	04379	LANGSTON, ERIK L	0.00	4,380.53
182947	9/5/2023	03026	LEE, RICHARD CORY	0.00	4,474.28
182948	9/5/2023	02363	MARKHAM, KRISTI LEE	0.00	4,222.38
182949	9/5/2023	02989	MCCANTS, DIANNE LOUISE	0.00	2,441.75
182950	9/5/2023	01936	MCCULLUGH, LORI LYNN	0.00	3,815.79
182951	9/5/2023	02932	MCMASTER II, GORDON C	0.00	4,445.53
182952	9/5/2023	04827	MERCADO, ISRAEL ANTHONY	0.00	4,232.47
182953	9/5/2023	04787	MEYERS, JULIE ANN	0.00	5,052.42
182954	9/5/2023	03856	MILLER, DANIEL P	0.00	5,216.86
182955	9/5/2023	03224	MORFIN, SAUL ISAIAS	0.00	4,543.25
182956	9/5/2023	05375	MULHOLLAND, JAKOB AUSTIN	0.00	3,530.84
182957	9/5/2023	03154	MUNOZ, JON SEBASTIAN	0.00	4,840.35
182958	9/5/2023	03669	MURRY JR, DALLAS M	0.00	6,326.48
182959	9/5/2023	02986	NEWTON, BRIAN DINGWALL	0.00	4,556.76
182960	9/5/2023	02576	NICHOLS, JOEL ROBERT	0.00	4,605.71
182961	9/5/2023	05158	ONEILL, DESIREE MARIE	0.00	2,771.22
182962	9/5/2023	04102	ORELLANA, HEBER ISAI	0.00	5,691.80
182963	9/5/2023	03040	PEREZ, MARIA ISABEL	0.00	5,652.15
182964	9/5/2023	05258	PHILLIPS, JORDAN	0.00	4,573.18
182965	9/5/2023	04506	PHILLIPS, ZACHARY M	0.00	5,794.03
182966	9/5/2023	04772	RAY, REGINA ANN	0.00	2,387.41
182967	9/5/2023	03054	REES, JONAS C	0.00	4,854.95
182968	9/5/2023	03611	RENDALL, LANCE A	0.00	7,193.31
182969	9/5/2023	03617	RODRIGUEZ JR, RAUL	0.00	4,495.10
182970	9/5/2023	00672	ROLLOSSON, PATRICK A	0.00	3,675.09
182971	9/5/2023	03095	RUIZ, JOSE ANGEL	0.00	5,399.62
182972	9/5/2023	05373	SALLEE, TREVOR JORDAN	0.00	4,137.29
182973	9/5/2023	05302	SANCHEZ NUNEZ, ELIAS ALEJANDRO	0.00	2,863.63
182974	9/5/2023	05208	SEWELL, LOGAN TANNER	0.00	2,523.87
182975	9/5/2023	03213	SHELTON, JOSHUA TRAY	0.00	8,341.64

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
182976	9/5/2023	04489	SLATER, LACEY LYNN	0.00	5,947.27
182977	9/5/2023	00514	SLEATER, TAMMY MAY	0.00	3,123.80
182978	9/5/2023	03204	SMALL, LISA MICHELLE	0.00	3,765.36
182979	9/5/2023	05327	SMITH, ASA D	0.00	3,980.66
182980	9/5/2023	03768	SMITH, BRANT R	0.00	4,437.87
182981	9/5/2023	04616	SMITH, JESSE GORDON	0.00	5,587.70
182982	9/5/2023	03231	TANSKA, RYAN THOMAS	0.00	4,630.89
182983	9/5/2023	03532	VANDINE, CARRIE L	0.00	5,683.25
182984	9/5/2023	02559	VANDINE, CHAD T	0.00	6,448.02
182985	9/5/2023	02556	WEAVER, SARA JANE	0.00	4,251.31
182986	9/5/2023	03555	WILLIAMS, COREY J	0.00	4,840.07
182987	9/5/2023	04428	WYLAND, FRANCES LYN	0.00	3,443.03
182988	9/5/2023	03044	HOFSTAD, SEAN ANTHONY	0.00	4,527.22
182989	9/5/2023	02916	ISAACSON, DARRELL GENE	0.00	4,335.01
182990	9/5/2023	02582	LINIGER, LAVINA ANN	0.00	3,922.36
182991	9/5/2023	03718	WYLAND, BRENT JAMES	0.00	4,004.73
182992	9/5/2023	05027	SHELTON, CODY DANIEL	0.00	4,367.75
182993	9/5/2023	04985	BARNHART, MICHAEL JAMES	0.00	6,124.67
182994	9/5/2023	04840	BRANDON, CASEY MICHAEL W	0.00	5,128.73
182995	9/5/2023	04322	ENGEL, JASON CHRISTOPHER	0.00	6,276.83
182996	9/5/2023	04308	GARCIA, MANUEL ALEJANDRO	0.00	6,223.71
182997	9/5/2023	03201	HEARD, ROBERT FAUSTO	0.00	7,193.16
182998	9/5/2023	05374	JOHNSON, MARY INES	0.00	3,786.03
182999	9/5/2023	05103	KILDALL, BRANDON JOHN	0.00	5,033.73
183000	9/5/2023	04278	PETTY, AIMEE M	0.00	3,848.22
183001	9/5/2023	02487	VELASQUEZ, IAN JOSEPH	0.00	6,709.73
183002	9/5/2023	02718	BROWN, TIM CRAIG	0.00	5,590.09
183003	9/5/2023	03836	ALDRICH, LYNN IRENE	0.00	4,142.99
183004	9/5/2023	05276	ASHLEY, JENNIFER RENEE	0.00	3,360.75
183005	9/5/2023	04247	AZURE, JENNIFER MELISSA	0.00	12,699.68
183006	9/5/2023	03874	BELL, JAMES FLOYD	0.00	11,169.57
183007	9/5/2023	05056	CRUZ, LEIDA	0.00	3,922.31
183008	9/5/2023	05197	DE LA CRUZ, VANESSA YESENIA	0.00	3,718.02
183009	9/5/2023	02277	DOCKEN, JUDY LOPEZ	0.00	4,829.87
183010	9/5/2023	04983	FULLER, CHRISTINA M	0.00	3,296.76
183011	9/5/2023	05111	GONZALEZ, ALLYSIA NOELLE	0.00	3,981.25
183012	9/5/2023	05385	GOODENOUGH, MELISSA LYNNE	0.00	2,814.19
183013	9/5/2023	02679	HAMANN, ROSEMARY	0.00	4,144.67

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183014	9/5/2023	04832	HARRIS, MARY FRANCES	0.00	3,946.84
183015	9/5/2023	03734	HILL, WANCHAI J	0.00	3,755.76
183016	9/5/2023	01902	JOHNSTONE, BARBARA L	0.00	3,977.15
183017	9/5/2023	03784	KATHREN, DANIEL FORMAN	0.00	11,006.19
183018	9/5/2023	02164	KUH, PEI-LING C	0.00	4,113.02
183019	9/5/2023	04133	LEWIS, ARIESS DANIELLE	0.00	3,304.96
183020	9/5/2023	05372	LOGAN, JANELLE LYNETTE	0.00	3,397.58
183021	9/5/2023	05270	MARTINEZ, CHELSIE S	0.00	3,539.76
183022	9/5/2023	05395	MCMANUS, CHEYENNE E	0.00	2,282.35
183023	9/5/2023	04879	MENDOZA, LORENA MARTINEZ	0.00	4,061.87
183024	9/5/2023	03492	MILLIUS, JENNIFER L	0.00	4,668.98
183025	9/5/2023	03801	NULPH, KAREN LYNN	0.00	3,614.03
183026	9/5/2023	05382	OLIVERA, DEYSI JANET	0.00	2,809.89
183027	9/5/2023	04287	PHILLIPS, RACHEL JO ANN	0.00	3,966.46
183028	9/5/2023	03748	SAENZ, VERONICA	0.00	3,947.00
183029	9/5/2023	00603	SANCHEZ, NORMA R	0.00	3,991.50
183030	9/5/2023	05369	SHERBURN, RYLEE NICOLE	0.00	2,955.04
183031	9/5/2023	01927	TANNER JR, TERRY M	0.00	7,662.82
183032	9/5/2023	05187	TIPPS, SAVANNAH MICHELLE	0.00	3,410.10
183033	9/5/2023	04254	WATTS, AMANDA SUZANNE	0.00	4,887.74
183034	9/5/2023	04094	WILLIAMS, JOHN S	0.00	3,543.59
183035	9/5/2023	03996	WRIGHT, HEATHER ANN	0.00	490.84
183036	9/5/2023	04678	ZIOBRO, JOHN STEPHEN	0.00	9,564.58
183037	9/5/2023	04819	DAVIES, KATIE DIANE	0.00	3,902.47
183038	9/5/2023	04605	FLORES, JAIME JAVIER	0.00	4,009.25
183039	9/5/2023	05267	PESINA, PATTRISHA A	0.00	4,422.56
183040	9/5/2023	04816	TESTERMAN, JENNIFER	0.00	3,695.73
183041	9/5/2023	05122	TORRES, JAMES MICHAEL	0.00	4,412.72
183042	9/5/2023	04899	WASHBURN, RYAN LEE	0.00	3,783.53
183043	9/5/2023	04046	WEBB, JENNIFER LYNN	0.00	3,562.71
183044	9/5/2023	00063	ROJAS, ROSA M	0.00	3,662.63
183045	9/5/2023	04383	DAVIDSON, GRACE KINZEY	0.00	4,085.12
183046	9/5/2023	05262	FOX, TRACIE LYNNE	0.00	3,136.41
183047	9/5/2023	03448	HATFIELD, AMANDA M	0.00	5,374.48
183048	9/5/2023	05200	SEVERSON, ABIGAIL ANN	0.00	3,063.34
183049	9/5/2023	04000	TORRES, GERARDO JERRY	0.00	4,394.54
183050	9/5/2023	05300	BROWN, DIANA ELAINE	0.00	4,790.41
183051	9/5/2023	05367	COX, ALEXANDER KURTIS	0.00	3,410.00

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183052	9/5/2023	05261	FRENCH, THOMAS EDWARD	0.00	8,280.08
183053	9/5/2023	04746	POND, CHRISTOPHER JOHN	0.00	4,172.34
183054	9/5/2023	05284	RODRIGUEZ, JORGE H	0.00	5,939.76
183055	9/5/2023	05345	BENNETT, DUANE LEE	0.00	3,340.04
183056	9/5/2023	03713	JONES, THOMAS JEFFEREY	0.00	5,972.19
183057	9/5/2023	05351	MARINO, ANTHONY JAMES	0.00	3,002.99
183058	9/5/2023	04060	MATTHEWS, GARY R	0.00	5,820.03
183059	9/5/2023	04545	NEWELL, TRACY ALLEN	0.00	4,746.93
183060	9/5/2023	05265	PEVEY, STEVEN RAY	0.00	3,070.40
183061	9/5/2023	05364	RIVERA, ALEX	0.00	3,340.31
183062	9/5/2023	04853	SEE, THOMAS WAYNE	0.00	3,472.62
183063	9/5/2023	05344	STANLEY, TYSEN SCOTT	0.00	2,670.80
183064	9/5/2023	05355	STEPHENS, JAY W	0.00	3,154.23
183065	9/5/2023	04529	VAN DEVENTER, JOHN	0.00	3,450.93
183066	9/5/2023	02968	WAGGONER, DANIEL CHARLES	0.00	6,132.56
183067	9/5/2023	05259	DIAZ, RUTH YESSICA	0.00	3,539.27
183068	9/5/2023	05113	JOHNSON, KYLE THOMAS	0.00	4,561.76
183069	9/5/2023	05277	LEFEBURE, JOHN W	0.00	3,392.24
183070	9/5/2023	05227	CALDWELL, ANNESLEY NOEL	0.00	3,566.35
183071	9/5/2023	00284	CALDWELL, GLORIA	0.00	3,599.15
183072	9/5/2023	05096	COBURN, TARA MARIE	0.00	3,516.13
183073	9/5/2023	05301	CONTRERAS, LUCY ANN	0.00	2,828.51
183074	9/5/2023	05054	DEROOS, DIANA PATRICIA	0.00	2,851.13
183075	9/5/2023	03872	ERICKSON, MARIA L	0.00	4,487.57
183076	9/5/2023	02050	HORTON, DEENA R	0.00	4,320.86
183077	9/5/2023	02766	LUCATERO, NIRIA DALILA	0.00	3,103.82
183078	9/5/2023	05230	PEDERSON, HAYLIE DEANNE	0.00	2,760.84
183079	9/5/2023	05160	PEDERSON, PAXTON DONALD	0.00	3,166.96
183080	9/5/2023	05285	PENA, DANIELLE TAYLOR	0.00	3,238.04
183081	9/5/2023	05192	RAMIREZ, MAGALI	0.00	3,415.92
183082	9/5/2023	02261	SULLIVAN, KYLE ROBERT	0.00	7,550.75
183083	9/5/2023	05009	GILMOUR, ANGELA DEAN	0.00	3,285.84
183084	9/5/2023	05360	JENKINS, WAYNE	0.00	4,859.30
183085	9/5/2023	05365	MEDINA, ARACELI	0.00	2,147.84
183086	9/5/2023	00910	CAUGHEY, STEPHEN LEE	0.00	4,864.53
183087	9/5/2023	02712	CHRISTEN, MARY JEANETTE	0.00	4,858.73
183088	9/5/2023	02354	DUFAULT, TAMARA ANN	0.00	4,190.23
183089	9/5/2023	05245	BOOGAARD, RUTH ELLEN	0.00	3,648.25

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183090	9/5/2023	04745	HAMBY, DAVID JOSEPH	0.00	4,071.91
183091	9/5/2023	03949	LOCKHAVEN, KIP M	0.00	4,544.04
183092	9/5/2023	02960	GRALL, TROY A	0.00	5,116.57
183093	9/5/2023	03143	OVERVOLD, KRISTIN JOY	0.00	4,140.19
183094	9/5/2023	05299	ABARCA V, OMAR URIEL	0.00	5,088.54
183095	9/5/2023	03915	ADAMS, CHRISTINE P	0.00	3,642.63
183096	9/5/2023	05060	AGUILAR, NATALY IZABEL	0.00	3,853.69
183097	9/5/2023	05331	ALEJANDRE, IVAN ZARAGOZA	0.00	336.70
183098	9/5/2023	05304	ALVARES GARCIA, MARIBEL	0.00	2,277.83
183099	9/5/2023	02725	ARDAMICA, KAREN ANN	0.00	1,660.77
183100	9/5/2023	02287	BAKER, JOSEPH W	0.00	4,485.48
183101	9/5/2023	05236	BONNEY, KEITH LOUIS	0.00	167.40
183102	9/5/2023	03259	BROWN, LINDA MAE	0.00	4,078.89
183103	9/5/2023	02696	BUECHLER, DANIEL JOSPEH	0.00	3,364.98
183104	9/5/2023	04264	CALLENDER, LISA LORRAINE	0.00	4,055.46
183105	9/5/2023	03962	CALLIES, ERIN MARIE	0.00	4,598.97
183106	9/5/2023	05398	DUFF, STEPHANIE ROCKELLE	0.00	893.87
183107	9/5/2023	05223	ESPIRITU DE LA MORA, CRISTIAN	0.00	3,008.87
183108	9/5/2023	04646	FROBERG, STEVEN GLENN	0.00	4,233.62
183109	9/5/2023	03497	GARCIA, CRYSTAL MARIE	0.00	4,418.61
183110	9/5/2023	03268	GARCIA, ROSA ICELA	0.00	4,559.35
183111	9/5/2023	00461	GOMEZ JR, RAMIRO A	0.00	3,482.94
183112	9/5/2023	05171	GONZALEZ, ALISHA JANE	0.00	5,262.45
183113	9/5/2023	05058	GRAY, JILL LIBBY	0.00	3,319.76
183114	9/5/2023	02080	GUAJARDO, SHAWN MICHAEL	0.00	3,072.47
183115	9/5/2023	02348	HERNANDEZ JR, CORNELIO	0.00	4,293.38
183116	9/5/2023	04823	HODGES, KARLEE RUTH	0.00	68.13
183117	9/5/2023	02565	KELLEY, KATHLEEN ERIN	0.00	4,658.20
183118	9/5/2023	05176	KLESHCHOVA, TETIANA	0.00	3,073.53
183119	9/5/2023	05251	LAMOTTE, ALLISON NICOLE	0.00	513.06
183120	9/5/2023	00483	LATIMER, TAMSEN	0.00	4,542.75
183121	9/5/2023	05247	LOBODA, ALEKSANDR	0.00	1,365.26
183122	9/5/2023	03751	LOPEZ, JORGE	0.00	4,836.05
183123	9/5/2023	05359	MARQUEZ, JASMINE	0.00	3,647.37
183124	9/5/2023	02868	MERCADO JR, GERALDO VARA	0.00	8,644.62
183125	9/5/2023	02995	MILLER, LORRAINE LOUISE	0.00	3,565.47
183126	9/5/2023	05194	MONTES JR, WILFRIDO	0.00	4,880.87
183127	9/5/2023	05224	MORRIS, CREW BRANDT	0.00	3,768.80

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183128	9/5/2023	05328	OROZCO, BRENDA	0.00	3,082.57
183129	9/5/2023	04870	PACHECO MENDIZABAL, MARIA T	0.00	3,701.12
183130	9/5/2023	02240	PEREZ, YVONNE RODRIGUEZ	0.00	3,244.57
183131	9/5/2023	04836	PERKINS JR, JW	0.00	4,074.89
183132	9/5/2023	02550	PEYTON, JONATHAN CHARLES	0.00	4,276.94
183133	9/5/2023	00901	REYNOLDS, HEATHER D	0.00	3,149.11
183134	9/5/2023	05095	ROSBACH, MARK ALLAN THOMAS	0.00	5,092.03
183135	9/5/2023	02342	RUELAS JR, RUDY	0.00	6,248.01
183136	9/5/2023	05010	SADDLER, CASEY PHILIP	0.00	737.08
183137	9/5/2023	04262	SCRIMSHER, SKYLER WAYNE	0.00	4,712.28
183138	9/5/2023	02757	SILVAS, POLLY JANE	0.00	96.21
183139	9/5/2023	04607	SOBERANES, RAFAEL TELLEZ	0.00	5,361.95
183140	9/5/2023	03139	STANKOVICH, JEFFREY MICHAEL	0.00	4,173.23
183141	9/5/2023	05196	STEPHENS, DUSTIN SCOTT	0.00	0.00
183142	9/5/2023	04785	TELLEZ, BIANCA VANESSA	0.00	1,989.23
183143	9/5/2023	05314	THORNTON, BEATRICE OLIVIA	0.00	3,486.08
183144	9/5/2023	03815	TORREY, JONATHAN E	0.00	6,737.61
183145	9/5/2023	02282	VANCE, CAROL ANN	0.00	4,704.69
183146	9/5/2023	00537	WHEELER, DAVID	0.00	4,945.00
183147	9/5/2023	04309	YOUNG, ANDREW EVAN	0.00	171.65
183148	9/5/2023	04869	CONE, JACOB STEVEN	0.00	4,730.23
183149	9/5/2023	00559	DAVIDSON, SHEILA SITES	0.00	5,199.70
183150	9/5/2023	03873	NOYOLA JR, NAT	0.00	3,093.02
183151	9/5/2023	05336	RODRIGUEZ, ELIZABETH RAMOS	0.00	2,389.11
183152	9/5/2023	03916	ROSALES, DARBY MARIA ESCALERA	0.00	0.00
183153	9/5/2023	04708	ROSKE, BRITTNEY	0.00	4,214.39
183154	9/5/2023	02308	AYRES, AMY LYNN	0.00	2,733.46
183155	9/5/2023	03004	COATES-TRAVER, KAYLIE DAWN	0.00	4,603.19
183156	9/5/2023	05339	LOAR, ROBERT SCOTT	0.00	3,582.14
183157	9/5/2023	03723	LUCE, PATRICK N	0.00	5,225.21
183158	9/5/2023	02996	MARKHAM, TIMOTHY ALAN	0.00	6,387.08
183159	9/5/2023	00550	MORENO, RICK	0.00	4,203.93
183160	9/5/2023	05263	TOEBE, JENNIFER ELLEN	0.00	3,283.55
183161	9/5/2023	04267	MUAI, MICHAEL AARON	0.00	4,685.06
183162	9/5/2023	04224	PECK, CALEB B	0.00	5,635.61
183163	9/5/2023	05244	ALEXANDER, MICHELLE M	0.00	7,310.17
183164	9/5/2023	05101	CASTELLANO, JORDAN CATHERINE	0.00	0.00
183165	9/5/2023	04768	DOW, CHARLES HENRY	0.00	10,535.21

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183166	9/5/2023	05394	DOWNER, LUCAS GLEN	0.00	7,273.59
183167	9/5/2023	03627	GERRY, DENISE GAY	0.00	6,054.76
183168	9/5/2023	03596	KILLGORE, MEGAN ANN	0.00	7,476.84
183169	9/5/2023	05321	BENCE, BRENNAN PARKER	0.00	3,539.55
183170	9/5/2023	05266	DOUGLASS, ELIZABETH BROOKE	0.00	5,413.95
183171	9/5/2023	04863	MOORE, JENNIFER MICHELLE	0.00	3,931.71
183172	9/5/2023	05305	SUAREZ LEYVA, DANNA MICHAEL	0.00	2,593.28
183173	9/5/2023	05294	FLOWERS, HEATHER JOY	0.00	4,431.52
183174	9/5/2023	05384	HENRY, DEVON NICOLE	0.00	3,323.38
183175	9/5/2023	05291	NAVE, CARLEE ANN	0.00	8,840.37
183176	9/5/2023	05271	WYANT, ERIC COLEMAN	0.00	5,522.04
183177	9/5/2023	05353	GOMEZ, BONNIE LOUISE	0.00	3,739.98
183178	9/5/2023	04802	HARRIS, JESSICA FRANCINE	0.00	3,592.17
183179	9/5/2023	05149	KOERNER, ELIZABETH MARIE	0.00	4,065.35
183180	9/5/2023	05352	RELYEA, NICOLE SELENE	0.00	3,399.47
183181	9/5/2023	05002	WATTS, ANDREA SUZANNE	0.00	4,451.91
183182	9/5/2023	04654	WENDT, GREGORY J	0.00	5,899.67
183183	9/5/2023	04165	WILSON JR, DALE E	0.00	4,893.47
183184	9/5/2023	04466	COOKE, MICHELLE LYNN	0.00	3,897.09
183185	9/5/2023	00116	HUTCHINSON, DONNA J	0.00	4,280.40
183186	9/5/2023	02517	FINKBEINER, MARK LEON	0.00	4,120.81
183187	9/5/2023	04662	ROBISON, CARSON KENT	0.00	2,438.63
183188	9/5/2023	04880	DURAN, BRITTANEE DAWN	0.00	2,434.48
183189	9/5/2023	05175	AMSTER, BROOKE ALICIA	0.00	4,987.77
183190	9/5/2023	05391	ARCHE, MELODY A	0.00	2,299.36
183191	9/5/2023	04685	ASHLEY, TORI LYNE	0.00	3,632.27
183192	9/5/2023	05349	AULTMAN, JEFFREY JOHN	0.00	9,949.15
183193	9/5/2023	00125	BADDLEY, VIRGINIA MARIE	0.00	6,384.35
183194	9/5/2023	02207	BLOOR, TERRY J	0.00	9,022.37
183195	9/5/2023	01930	BROWN, RYAN KELLY	0.00	6,564.34
183196	9/5/2023	04288	CHAU, ANNIE XIAOPENG	0.00	6,187.94
183197	9/5/2023	04432	CLARK, ANDREW J	0.00	7,056.47
183198	9/5/2023	04479	CLARK, TAYLOR ANN	0.00	7,027.93
183199	9/5/2023	04010	EISINGER, ERIC B	0.00	12,515.23
183200	9/5/2023	02810	FARABEE, ADRIENNE	0.00	6,174.94
183201	9/5/2023	04485	FRALEY, CLARISSA MARIE	0.00	5,625.15
183202	9/5/2023	05190	GONZALEZ, ALONDRA LIZETH	0.00	2,964.51
183203	9/5/2023	05253	GRANDGEORGE, TYLER CHRISTIAN	0.00	4,519.86

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183204	9/5/2023	04128	HALLMAN, TAYLOR RAEANNE	0.00	4,121.66
183205	9/5/2023	04051	HALLSTROM, STEPHEN JOHN	0.00	7,203.38
183206	9/5/2023	02431	HANLON, TAMARA ANN	0.00	114.60
183207	9/5/2023	05371	HOLT, LEEANN MING YEE	0.00	5,794.85
183208	9/5/2023	04614	HOUCK, HOPE CAROLINE SUZETTA	0.00	5,190.96
183209	9/5/2023	05173	LEAVITT, MELYSSA MAE	0.00	2,904.90
183210	9/5/2023	04505	LILLY, JOSHUA JAMES	0.00	6,075.80
183211	9/5/2023	02432	LONG, JULIE ELIZABETH	0.00	9,648.59
183212	9/5/2023	05335	MARTINEZ BIRRUETA, MARTHA B	0.00	2,869.00
183213	9/5/2023	04415	MASSEY, ALICIA RAYE	0.00	4,441.35
183214	9/5/2023	05308	MCALOON, STEPHANIE	0.00	5,473.70
183215	9/5/2023	05357	MORENO, FELICITAS MARGARITA	0.00	1,643.91
183216	9/5/2023	02687	MURSTIG, MARTHA ELIZABETH	0.00	4,465.16
183217	9/5/2023	05073	MURSTIG, RACHEL LYNN	0.00	2,733.71
183218	9/5/2023	05346	NAVARRETE-ALBINO, GABRIELA	0.00	2,958.54
183219	9/5/2023	04665	NYE, JAIMI JO	0.00	4,289.32
183220	9/5/2023	05286	PARKER, CHELSEA ELIZABETH	0.00	5,136.26
183221	9/5/2023	04648	PENA, ISRAELEE TABITHA	0.00	4,652.05
183222	9/5/2023	03048	PETRA, ANITA ISABELLE	0.00	5,776.72
183223	9/5/2023	01900	POCHERT, CHERYL LEANN	0.00	5,683.84
183224	9/5/2023	05381	RICHARDSON, KENDRICK TODD	0.00	2,533.18
183225	9/5/2023	05264	RISER, JEREMY M	0.00	4,985.04
183226	9/5/2023	03818	ROBEY, RAINEE D	0.00	4,037.01
183227	9/5/2023	04898	SEGOVIA SALGADO, ANA KAREN	0.00	5,295.44
183228	9/5/2023	05389	SEMPEL, BROOKE WILLOW	0.00	5,946.02
183229	9/5/2023	02767	SKEELS, TIMOTHY ALLEN	0.00	5,277.00
183230	9/5/2023	05338	TAPIA, JEANETTE	0.00	2,941.89
183231	9/5/2023	05090	UMEMOTO, MADISON LEEANN	0.00	3,887.79
183232	9/5/2023	05110	WARREN, JESSICA SHANNON	0.00	3,601.14
183233	9/5/2023	05100	WHISMAN, KARLEY ANNE	0.00	5,543.42
183234	9/5/2023	05229	GOMEZ, CATALINA VALENCIA	0.00	3,074.04
183235	9/5/2023	04291	REYNOLDS, DESIREE RENEA	0.00	5,768.36
183236	9/5/2023	05097	SALLEE, MIKAYLA KRISTY	0.00	4,041.85
183237	9/5/2023	05089	ARROYO, CORNELIO	0.00	3,149.54
183238	9/5/2023	04689	JONES, HEATHER LYN	0.00	4,615.53
183239	9/5/2023	03437	LEMOS, ALMA	0.00	6,551.20
183240	9/5/2023	03707	MCROBERTS, KRISTIN MARIE	0.00	9,781.33
183241	9/5/2023	05325	MORALES, MICHELLE L	0.00	7,791.36

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183242	9/5/2023	04476	MURPHY, DEMETRA ROCHELLE	0.00	4,178.82
183243	9/5/2023	04753	RISLEY, MEAGHAN KATHRINE	0.00	3,873.02
183244	9/5/2023	04475	ROEHM, BRITTNIE ELIZABETH	0.00	6,791.49
183245	9/5/2023	03666	SIEFKEN, BRENDAN M	0.00	7,566.49
183246	9/5/2023	04394	GODINEZ, SONIA	0.00	4,806.45
183247	9/5/2023	02352	WOLF, FRANCIS JOSEPH	0.00	3,747.64
183248	9/5/2023	04332	BERRY, SHELA JASMINE	0.00	5,086.43
183249	9/5/2023	05170	MAHONEY, MATT F	0.00	8,281.32
183250	9/5/2023	04841	KILLMAN, JUSTIN S	0.00	2,935.90
183251	9/5/2023	05003	ROBERTS, JACOB JOSEPH	0.00	2,095.80
183252	9/5/2023	02021	ROCHLEAU, KEN CRAIG	0.00	3,483.02
183253	9/5/2023	03867	ZAMORA, MICHEAL J	0.00	4,729.99
183254	9/5/2023	03202	MCGHAN, MICHAEL LAVERN	0.00	6,347.20
183255	9/5/2023	05343	KRANTZ, DYLAN RYAN	0.00	3,364.91
183256	9/5/2023	05001	MALLEY, BRIAN L	0.00	3,134.42
183257	9/5/2023	03364	MATA, TONI RENEE	0.00	3,249.77
183258	9/5/2023	03209	MAYFIELD, JACLYN LEE	0.00	4,096.89
183259	9/5/2023	02799	CURTIS, NICHOLAS VANCE	0.00	4,493.17
183260	9/5/2023	04243	DAVIS, VOLNEY T	0.00	3,539.90
183261	9/5/2023	01241	DEINES, RUSSELL JAY	0.00	3,477.16
183262	9/5/2023	02965	ELSTON, WAYNE JEFFREY	0.00	4,390.47
183263	9/5/2023	03903	KUCH, JASON MICHAEL	0.00	3,700.53
183264	9/5/2023	04887	MCDANIEL, DYLAN BRIAN	0.00	3,831.67
183265	9/5/2023	04323	MCMULLEN, RYAN MICHAEL	0.00	3,732.66
183266	9/5/2023	05086	MORA JR, FRANKIE VINCENT	0.00	3,336.37
183267	9/5/2023	04807	SHORT, JOSEPH W	0.00	3,878.78
183268	9/5/2023	02963	SNYDER, JAMES RAY	0.00	4,025.40
183269	9/5/2023	04846	ZUNKER, ZAKERY A	0.00	2,103.87
183270	9/5/2023	02692	BOVEE, ALLAN SCOTT	0.00	3,905.37
183271	9/5/2023	05136	CASILLAS, ESTELA	0.00	3,656.73
183272	9/5/2023	00366	ELLEDGE, RICHARD SHANE	0.00	5,465.65
183273	9/5/2023	04520	HATFIELD, TAVIS CRAIG	0.00	4,746.48
183274	9/5/2023	03925	LINER, JEFFREY ALAN	0.00	4,223.96
183275	9/5/2023	00893	PERSINGER, ALLEN WESLEY	0.00	5,265.44
183276	9/5/2023	03662	RAWLINGS, CLAYTON L	0.00	5,175.64
183277	9/5/2023	04843	RODRIGUES WOODS, CRISTINA I	0.00	6,315.22
183278	9/5/2023	05033	HAZZARD, BRIAN JAMES	0.00	3,732.60
183279	9/5/2023	04212	THOMAS, ANDREW CATON	0.00	3,537.73

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183280	9/5/2023	04477	SMITH, WINSTON LEVI	0.00	5,005.50
183281	9/5/2023	04257	ALLINGTON, JUSTIN LEE	0.00	3,456.59
183282	9/5/2023	05376	BYRNE, BRIAN NOBLE	0.00	3,590.13
183283	9/5/2023	05022	COX, TEEGAN WILLIAM	0.00	3,252.22
183284	9/5/2023	04187	HAMLIN, DARRIN R	0.00	4,955.91
183285	9/5/2023	04752	HESTER, JAMES D	0.00	4,322.60
183286	9/5/2023	00913	IRBY, DONNY RAY	0.00	3,683.67
183287	9/5/2023	04777	ROESLI, JEFFREY ANTON	0.00	3,900.50
183288	9/5/2023	04673	SCHWARTZ, WILEY LAWRENCE	0.00	3,688.22
183289	9/5/2023	05377	WHITE, TAYLOR JAMES	0.00	4,150.67
183290	9/5/2023	04886	RAVER, SCOTT A	0.00	3,750.11
183291	9/5/2023	00657	CROSKREY, THOMAS J	0.00	7,940.83
183292	9/5/2023	05216	FLINK, MARY ELIZABETH	0.00	3,275.52
183293	9/5/2023	04825	FOLTA, ELENA	0.00	3,632.37
183294	9/5/2023	04760	GILLIES, KATIE LYNN	0.00	5,668.79
183295	9/5/2023	05322	GLASSCOCK, CHARLES G	0.00	3,276.27
183296	9/5/2023	02076	LAW, JON	0.00	9,669.07
183297	9/5/2023	05293	MILLER, RACHEL L	0.00	3,312.70
183298	9/5/2023	05249	MENDOZA-ORTIZ, CINDY	0.00	2,303.08
183299	9/5/2023	05145	MIRUS, KAYLA ANN	0.00	3,896.90
183300	9/5/2023	05214	MURILLO, TIFFANY KAYE	0.00	2,952.78
183301	9/5/2023	05366	OROZCO, VERENICE	0.00	2,774.30
183302	9/5/2023	05221	VALLADARES, AALIYAH MARYAH	0.00	2,269.10
183303	9/5/2023	05242	BARRETO BENTO, THIAGO	0.00	1,554.35
183304	9/5/2023	03235	BENITEZ, JEAN-PAUL	0.00	9,721.74
183305	9/5/2023	04680	BOEHNING, CAMERON DWAYNE	0.00	7,319.44
183306	9/5/2023	05127	BRECKENRIDGE, EDIE JANE	0.00	4,713.87
183307	9/5/2023	04893	BRINK, TIFFANY MARIE	0.00	5,489.22
183308	9/5/2023	02316	CANTU, LEANDRO D	0.00	8,382.62
183309	9/5/2023	05226	CARDOSO, GUSTAVO	0.00	4,115.81
183310	9/5/2023	05182	CARNEAU, MCKAY JAMES	0.00	4,482.54
183311	9/5/2023	03152	CLARK II, MICHAEL JON	0.00	9,409.37
183312	9/5/2023	04349	CLOSSEY, MICHAEL LEONARD	0.00	5,167.69
183313	9/5/2023	04528	CONNER, CLIFTON J	0.00	7,212.31
183314	9/5/2023	05186	DAWSON, NATHANIEL RAY	0.00	5,277.18
183315	9/5/2023	03456	DENOMA RAMOS, MICHAEL DEAN	0.00	5,987.94
183316	9/5/2023	03537	FLOHR, ADAM N	0.00	5,709.27
183317	9/5/2023	05032	FORSBERG, LUCAS SHAAN	0.00	6,093.79

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183318	9/5/2023	03093	GARCIA, JORGE	0.00	5,723.68
183319	9/5/2023	05392	GEIL, JOSEPH ROBERT	0.00	5,797.41
183320	9/5/2023	04186	GERRY, JUSTIN C	0.00	7,088.77
183321	9/5/2023	04335	GRIFFIN, NATALIE JO	0.00	5,215.67
183322	9/5/2023	04905	HART, PAYTEN RILEY	0.00	5,222.91
183323	9/5/2023	04667	HERNANDEZ, IVAN	0.00	4,421.41
183324	9/5/2023	03144	HOLLENBECK, DOUGLAS C	0.00	5,468.69
183325	9/5/2023	04418	HULL, RYAN T	0.00	5,222.57
183326	9/5/2023	03893	JECH, JERRAD D	0.00	6,842.67
183327	9/5/2023	03336	LARSON, GRANT MICHAEL	0.00	6,354.74
183328	9/5/2023	04404	LORENZ, LOUIS RYAN	0.00	8,532.01
183329	9/5/2023	04739	LOYD, RANDY JAMES	0.00	5,999.48
183330	9/5/2023	02426	MAGNUSON, ERIK GERARD	0.00	6,459.39
183331	9/5/2023	04131	MARTINEZ III, ANTONIO	0.00	5,699.86
183332	9/5/2023	02409	MCDERMOTT, MIKE	0.00	7,285.65
183333	9/5/2023	05255	MCGEHEE, NATHAN COLE	0.00	5,034.93
183334	9/5/2023	05315	MCMILLAN, LIAM DARYHA	0.00	3,055.89
183335	9/5/2023	05358	MORFIN, EFREN G	0.00	6,058.42
183336	9/5/2023	04892	MULVANEY, NOLAN P	0.00	6,496.53
183337	9/5/2023	05133	ORTEGA, JONATHAN ISSAC	0.00	5,258.23
183338	9/5/2023	04408	PEREZ, ELIAS	0.00	7,412.78
183339	9/5/2023	04780	PERRY, DEAN SCOTT	0.00	6,059.33
183340	9/5/2023	04814	ROBERTS, CODY GENE	0.00	5,537.06
183341	9/5/2023	03225	RODRICK, EMAN DAVID	0.00	6,753.23
183342	9/5/2023	03474	SUAREZ, ABEL	0.00	6,298.64
183343	9/5/2023	02522	SURPLUS, SCOTT LEE	0.00	6,810.71
183344	9/5/2023	04773	WOODY, TANNER AUSTIN	0.00	5,672.66
183345	9/5/2023	05152	KRONER, MITCHEL JOE	0.00	6,143.84
183346	9/5/2023	03860	MCDERMOTT, STEVEN F	0.00	6,070.80
183347	9/5/2023	03436	OHLER, BRIAN MICHAEL	0.00	5,828.24
183348	9/5/2023	03240	SURPLUS, BRUCE DEAN	0.00	7,492.19
183349	9/5/2023	05211	CERVANTES, EDITH CARRILLO	0.00	2,983.57
183350	9/5/2023	04889	CHILDERS, KENTON REY	0.00	6,864.18
183351	9/5/2023	03153	CLARKE, MATHEW DAVID	0.00	7,918.61
183352	9/5/2023	04414	CROSKREY, JORDAN SAMUEL	0.00	4,908.63
183353	9/5/2023	05199	DE MYER, BRANDEN JAMES	0.00	5,594.62
183354	9/5/2023	03880	DONOVAN, ZACHARY ALAN	0.00	5,775.15
183355	9/5/2023	04078	ERICKSON, JASON M	0.00	9,794.38

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183356	9/5/2023	04718	FREDERICK, DAVID G	0.00	7,457.35
183357	9/5/2023	00615	GONZALEZ, HORACIO R	0.00	4,692.68
183358	9/5/2023	05188	GUILLEN, ASHLEY	0.00	5,390.63
183359	9/5/2023	04144	HANSEN, BRETT RICHARD	0.00	7,313.44
183360	9/5/2023	05362	KENNEY, MICHELLE JOYCE	0.00	2,803.17
183361	9/5/2023	03014	KORTEN, DANIEL WILLIAM	0.00	6,895.31
183362	9/5/2023	04891	LEINGANG, JAMES LEO	0.00	0.00
183363	9/5/2023	04877	MAIER, JOSEPHUS HENRY	0.00	5,862.21
183364	9/5/2023	05074	MARKS, TARA NICHOLE	0.00	5,893.42
183365	9/5/2023	03868	MONDS, SCOTT WILLIAM	0.00	6,169.46
183366	9/5/2023	05333	MURILLO, NATHANIEL	0.00	4,972.80
183367	9/5/2023	02867	RUNGE, SCOTT DAVID	0.00	4,929.66
183368	9/5/2023	03892	TOMREN, PATRICK A	0.00	5,463.37
183369	9/5/2023	04681	BETANCOURTH, ALEJANDRO	0.00	5,194.97
183370	9/5/2023	05119	ESPINDOLA JR, RICARDO	0.00	4,754.67
183371	9/5/2023	05317	BROWN, BRONSON JOE	0.00	9,669.56
183372	9/5/2023	03523	BYRD, RICHARD L	0.00	3,663.05
183373	9/5/2023	03814	CAMPBELL, DARIN R	0.00	10,587.90
183374	9/5/2023	05275	FIELDS, JAIMEE LYNN	0.00	2,782.85
183375	9/5/2023	05370	HALL, LEILANI SKYE	0.00	1,359.57
183376	9/5/2023	05390	HERNANDEZ, CALIXTO	0.00	2,931.23
183377	9/5/2023	04684	HIGUERA, JULIE RAE	0.00	2,196.38
183378	9/5/2023	05209	HOLT, BRANDON PRICE	0.00	11,644.87
183379	9/5/2023	04535	HOWARD, AMANDA ELLEN	0.00	3,932.60
183380	9/5/2023	04012	HOWELL, ANDREW M	0.00	11,487.87
183381	9/5/2023	05320	HUMPHREYS, CHARLES ANTHONY	0.00	3,361.63
183382	9/5/2023	00614	KING, JOSEPH D	0.00	4,866.13
183383	9/5/2023	05124	KLYM, ARTHUR DEAN	0.00	9,359.45
183384	9/5/2023	04761	KRAAL, DAVID LESTER	0.00	2,746.97
183385	9/5/2023	05143	LOPEZ, ROSARIO ALEJANDRA	0.00	3,367.89
183386	9/5/2023	05324	MATTHEWS, QUINTON	0.00	823.47
183387	9/5/2023	02161	MUNOZ, RENEE LYNN	0.00	4,493.88
183388	9/5/2023	03828	PETERSEN, DAVID LEE	0.00	9,057.96
183389	9/5/2023	05198	RODRIGUEZ, NORMA	0.00	9,057.96
183390	9/5/2023	04317	RUFF, DIANA NICOLE	0.00	9,057.96
183391	9/5/2023	03496	RUNGE, TIFFANY SUZANNE	0.00	6,316.08
183392	9/5/2023	04720	SALDUA, JOSEE CELESTE	0.00	4,306.43
183393	9/5/2023	05337	SEVERIN, KHAILA JEAN	0.00	3,057.96

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183394	9/5/2023	05129	SMEDSRUD, HANNAH ROSE	0.00	3,617.17
183395	9/5/2023	03787	STAM, JACQUELINE I	0.00	9,057.96
183396	9/5/2023	04722	SWANBERG, SAMUEL PERRY	0.00	9,057.96
183397	9/5/2023	03626	VANNOY, STACI L	0.00	3,583.28
183398	9/5/2023	03969	WHITMIRE, MEGAN ANN	0.00	9,028.15
183399	9/5/2023	03447	ALARCON, SANDRA	0.00	4,025.12
183400	9/5/2023	04732	MCLERRAN, KERRY OWEN	0.00	3,889.52
183401	9/5/2023	05380	ASHCRAFT, PHILLIP DEAN	0.00	2,171.27
183402	9/5/2023	05329	MURILLO, MIGUEL ANGEL	0.00	3,550.06
183403	9/5/2023	05330	PHELPS, CASEY RYAN	0.00	3,244.44
183404	9/5/2023	03777	SHEA, JACQUELINE J	0.00	9,057.96
183405	9/5/2023	03243	PICKETT, MARSHALL J	0.00	3,892.92
183406	9/5/2023	02901	BURROWES, JOSEPH MICHAEL	0.00	9,057.96
183407	9/5/2023	04641	RUEGSEGGER, BRIAN	0.00	3,998.25
183408	9/5/2023	01904	FYALL, ADAM J	0.00	6,122.26
183409	9/5/2023	05363	VAAGEN, GLENN VERNON	0.00	4,981.53
183410	9/5/2023	05340	BEGZADIC, NEDZAD	0.00	2,869.28
183411	9/5/2023	04994	BIVINS, VERONICA	0.00	4,206.87
183412	9/5/2023	04148	COLE, ALEXIS ANN	0.00	4,373.33
183413	9/5/2023	04902	DE LEON, LIZBETH	0.00	2,936.02
183414	9/5/2023	05132	ESPINOSA, KAYLEE MARIE	0.00	2,805.83
183415	9/5/2023	05092	MCCRORY, RAQUEL AVINION	0.00	3,306.65
183416	9/5/2023	05241	SALAZAR, ERIKA LEA	0.00	2,726.81
183417	9/5/2023	05157	SALUD VARGAS, ABELARDO	0.00	2,967.92
183418	9/5/2023	03658	YNIGUEZ, KIRSTEN ANNE	0.00	5,500.94
183419	9/5/2023	05070	LONG, JESSICA JAY	0.00	3,428.89
183420	9/5/2023	04017	LORENTSEN, LISA RENEE	0.00	3,903.69
183421	9/5/2023	04666	SPENCER JR, KENNETH HERBERT	0.00	7,105.13
183422	9/5/2023	04833	STOCK, LOIS ANN	0.00	3,814.85
183423	9/5/2023	04142	ULRICK, JEANETTE VILLANUEVA	0.00	4,658.79
183424	9/5/2023	04834	HUTCHISON, HEATHER ANN	0.00	3,386.34
183425	9/5/2023	04754	JENNINGS, ALISHA JEAN	0.00	3,764.55
183426	9/5/2023	04412	MORASCH, ADAM L	0.00	6,224.58
183427	9/5/2023	05332	DAVIS, JEFF CHRISTIAN	0.00	4,221.26
183428	9/5/2023	05323	LOID, CHRISTOPHER L	0.00	4,779.71
183429	9/5/2023	05368	RAMOS, MIGUEL LUIS	0.00	4,020.89

Employee Check Totals	**0.00**	**2,958,169.47**
Bank keydd Totals (644 Forms)	**0.00**	**2,958,169.47**

Payroll Final Check List

BENTON COUNTY

08/01/2023 to 08/31/2023- Type 1 Cycle bc

Bank: keypy - Key Bank - Payroll

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
244199	9/5/2023	05079	OGDEN, SHANNON MICHELLE	1,830.51	0.00
244200	9/5/2023	02463	HOUSHOLDER, DEBRA ANN	43.51	0.00
244201	9/5/2023	04026	MORRIS, DENNIS MYRON	6,796.02	0.00
244202	9/5/2023	05406	CHAPMAN II, DAVID CHARLES	1,013.47	0.00
244203	9/5/2023	05005	ATWOOD, THOMAS J	364.35	0.00
244204	9/5/2023	05405	BETANCOURT, ANGEL D	182.13	0.00
244205	9/5/2023	03706	JOHNSON, JENNIFER LEE	364.29	0.00
244206	9/5/2023	05297	GRANTHAM, RICHARD R	29.01	0.00
244207	9/5/2023	05037	HANSON, JONATHAN ERIC	261.10	0.00
244208	9/5/2023	05295	KRASNER, THERESE JANIE	173.68	0.00
244209	9/5/2023	05296	KRASNER, THOMAS	52.98	0.00
244210	9/5/2023	00351	BECKEN, STEVEN WILLIAM	194.03	0.00
244211	9/5/2023	05065	HULSE, JANNA MARIE	54.40	0.00
244212	9/5/2023	05041	HULSE, ZAK P	58.02	0.00
244213	9/5/2023	04256	STRAWS, DEMETRIUS LU'NARO	96.21	0.00
244214	9/5/2023	05399	ALFARO SORIANO, YENNIFER MARIS	67.78	0.00
244215	9/5/2023	05400	JACOBY, TIMBER JAMES WAYNE J M	285.38	0.00
244216	9/5/2023	05401	HAZELTON, JESSICA TALITHA	4,601.43	0.00
244217	9/5/2023	05404	BROWN, ANDREA PAIGE	1,388.20	0.00
244218	9/5/2023	05403	CLARK, JORDYN ANN	1,230.64	0.00
244219	9/5/2023	02577	KLIPPERT, BRADLEY ALLEN	6,870.21	0.00
244220	9/5/2023	05402	SANCHEZ, ADRIAN M	2,569.01	0.00
244221	9/5/2023	05393	SISSEL, JENNIFER JEAN	3,410.71	0.00
			Employee Check Totals	**31,937.07**	**0.00**
			Bank keypy Totals (23 Forms)	**31,937.07**	**0.00**
			Grand Total	**31,937.07**	**2,958,169.47**

Next Step: Account Posting (AP)

Pay Period is Open (Locked)

Totals Checks and Direct Deposit (667 Forms) **2,990,106.54**

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248939	09/05/2023	PRTD	102359	FRANKLIN COUNTY DISTRICT COURT	09/05/2023		PY0923	582.79
					CHECK		248939 TOTAL:	582.79
248940	09/05/2023	PRTD	102372	FRATERNAL ORDER OF POLICE	09/05/2023		PY0923	302.00
					CHECK		248940 TOTAL:	302.00
248941	09/05/2023	PRTD	101127	IDAHO DEPARTMENT OF, HEALTH AND WEL	09/05/2023		PY0923	229.00
					CHECK		248941 TOTAL:	229.00
248942	09/05/2023	PRTD	104129	TEAMSTERS LEGAL DEFENSE TRUST	09/05/2023		PY0923	477.84
					CHECK		248942 TOTAL:	477.84
248943	09/05/2023	PRTD	104131	TEAMSTERS LOCAL #839	09/05/2023		PY0923	8,829.00
					CHECK		248943 TOTAL:	8,829.00
248944	09/05/2023	PRTD	104130	TEAMSTERS LOCAL UNION NO. 760	09/05/2023		PY0923	1,195.00
					CHECK		248944 TOTAL:	1,195.00
248945	09/05/2023	PRTD	104312	UNITED WAY OF BENTON &, FRANKLIN CO	09/05/2023		PY0923	119.00
					CHECK		248945 TOTAL:	119.00
248946	09/05/2023	PRTD	104413	W C I F	09/05/2023		PY0923	1,012.00
				W C I F	09/05/2023		PY0923	65,320.32
					CHECK		248946 TOTAL:	66,332.32
248947	09/05/2023	PRTD	104524	WESTERN CONFERENCE OF, TEAMSTERS PE	09/05/2023		PY0923	32,786.88
					CHECK		248947 TOTAL:	32,786.88
248948	09/05/2023	PRTD	104442	WSCCC-CNCIL 2 TRUST ACCT	09/05/2023		PY0923	5,599.40
					CHECK		248948 TOTAL:	5,599.40

NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 116,453.23

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	10	116,453.23

*** GRAND TOTAL *** 116,453.23

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 9 481					
APP GF005000-21340	Vouchers Payable			69,440.56	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120	AP Check Claims Clearing				116,453.23
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340	Vouchers Payable			2,675.26	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP AL850000-21340	Vouchers Payable			78.63	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340	Vouchers Payable			5,294.26	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340	Vouchers Payable			11,919.34	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340	Vouchers Payable			2,258.54	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340	Vouchers Payable			14,663.02	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340	Vouchers Payable			2,295.63	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340	Vouchers Payable			1,154.92	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340	Vouchers Payable			480.27	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340	Vouchers Payable			1,176.71	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340	Vouchers Payable			46.35	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340	Vouchers Payable			365.56	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340	Vouchers Payable			23.30	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340	Vouchers Payable			11.98	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP TI850000-21340	Vouchers Payable			87.10	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP TO850000-21340	Vouchers Payable			55.20	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP CV850000-21340	Vouchers Payable			19.90	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340	Vouchers Payable			1,021.79	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340	Vouchers Payable			1,008.83	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP CC850000-21340	Vouchers Payable			23.27	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP PB850000-21340	Vouchers Payable			3.60	
09/05/2023 PY0923 PY0923	AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340	Vouchers Payable			2,335.56	

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
09/05/2023	PY0923	PY0923			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			11.88	
09/05/2023	PY0923	PY0923			AP CASH DISBURSEMENTS JOURNAL				
APP BS850000-21340					Vouchers Payable			1.77	
09/05/2023	PY0923	PY0923			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			116,453.23	116,453.23
APP 99900000-80010					Due To General Fund			69,440.56	
09/05/2023	PY0923	PY0923							
APP GF001000-11110					Cash Equity				69,440.56
09/05/2023	PY0923	PY0923							
APP 99900000-81160					Due To Inmate Benevolence Fund			2,675.26	
09/05/2023	PY0923	PY0923							
APP IB810000-11110					Cash Equity				2,675.26
09/05/2023	PY0923	PY0923							
APP 99900000-85050					Due To Accumulated Leave			78.63	
09/05/2023	PY0923	PY0923							
APP AL810000-11110					Cash Equity				78.63
09/05/2023	PY0923	PY0923							
APP 99900000-81480					Due To Public Safety Tax Fund			5,294.26	
09/05/2023	PY0923	PY0923							
APP PS810000-11110					Cash Equity				5,294.26
09/05/2023	PY0923	PY0923							
APP 99900000-81010					Due To County Road			11,919.34	
09/05/2023	PY0923	PY0923							
APP RD810000-11110					Cash Equity				11,919.34
09/05/2023	PY0923	PY0923							
APP 99900000-85010					Due To Equipment Rental & Rev			2,258.54	
09/05/2023	PY0923	PY0923							
APP ER810000-11110					Cash Equity				2,258.54
09/05/2023	PY0923	PY0923							
APP 99900000-81150					Due To Juvenile Center			14,663.02	
09/05/2023	PY0923	PY0923							
APP JC810000-11110					Cash Equity				14,663.02
09/05/2023	PY0923	PY0923							
APP 99900000-81080					Due To Human Services			2,295.63	
09/05/2023	PY0923	PY0923							
APP HS810000-11110					Cash Equity				2,295.63
09/05/2023	PY0923	PY0923							
APP 99900000-81490					Due To Protective Insp Srvs Fd			1,154.92	
09/05/2023	PY0923	PY0923							
APP BU810000-11110					Cash Equity				1,154.92
09/05/2023	PY0923	PY0923							
APP 99900000-85020					Due To Central Services			480.27	
09/05/2023	PY0923	PY0923							
APP IT810000-11110					Cash Equity				480.27
09/05/2023	PY0923	PY0923							

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 99900000-85040					Due To Insurance Management			1,176.71	
09/05/2023 PY0923	PY0923								
APP IM810000-11110					Cash Equity				1,176.71
09/05/2023 PY0923	PY0923								
APP 99900000-81040					Due To Veterans Assistance Fnd			46.35	
09/05/2023 PY0923	PY0923								
APP VA810000-11110					Cash Equity				46.35
09/05/2023 PY0923	PY0923								
APP 99900000-81110					Due To Election Reserve			365.56	
09/05/2023 PY0923	PY0923								
APP EL100000-11110					Cash Equity				365.56
09/05/2023 PY0923	PY0923								
APP 99900000-81550					Due To Solid Waste Collection			23.30	
09/05/2023 PY0923	PY0923								
APP SW810000-11110					Cash Equity				23.30
09/05/2023 PY0923	PY0923								
APP 99900000-85030					Due To Workmens Compensation			11.98	
09/05/2023 PY0923	PY0923								
APP WC810000-11110					Cash Equity				11.98
09/05/2023 PY0923	PY0923								
APP 99900000-81090					Due To Treasurers Inves Pool			87.10	
09/05/2023 PY0923	PY0923								
APP TI810000-11110					Cash Equity				87.10
09/05/2023 PY0923	PY0923								
APP 99900000-81120					Due To Treasurers O & M			55.20	
09/05/2023 PY0923	PY0923								
APP TO810000-11110					Cash Equity				55.20
09/05/2023 PY0923	PY0923								
APP 99900000-81200					Due To Crime Victim Comp			19.90	
09/05/2023 PY0923	PY0923								
APP CV810000-11110					Cash Equity				19.90
09/05/2023 PY0923	PY0923								
APP 99900000-81240					Due To Fairgrounds Oper Budget			1,021.79	
09/05/2023 PY0923	PY0923								
APP FG810000-11110					Cash Equity				1,021.79
09/05/2023 PY0923	PY0923								
APP 99900000-81350					Due To Sustainable Development			1,008.83	
09/05/2023 PY0923	PY0923								
APP SD810000-11110					Cash Equity				1,008.83
09/05/2023 PY0923	PY0923								
APP 99900000-81460					Due To Clerks Collection Fund			23.27	
09/05/2023 PY0923	PY0923								
APP CC810000-11110					Cash Equity				23.27
09/05/2023 PY0923	PY0923								
APP 99900000-81500					Due To Pest Board			3.60	
09/05/2023 PY0923	PY0923								
APP PB810000-11110					Cash Equity				3.60
09/05/2023 PY0923	PY0923								
APP 99900000-81600					Due To Behavioral Health			2,335.56	

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
		09/05/2023	PY0923	PY0923							
APP	BHF81000-11110						Cash Equity				2,335.56
		09/05/2023	PY0923	PY0923							
APP	99900000-83050						Due To Capital Projects			11.88	
		09/05/2023	PY0923	PY0923							
APP	CP810000-11110						Cash Equity				11.88
		09/05/2023	PY0923	PY0923							
APP	99900000-81270						Due To Boating Safety & Patrol			1.77	
		09/05/2023	PY0923	PY0923							
APP	BS810000-11110						Cash Equity				1.77
		09/05/2023	PY0923	PY0923							
							SYSTEM GENERATED ENTRIES TOTAL			116,453.23	116,453.23
							JOURNAL 2023/09/481 TOTAL			232,906.46	232,906.46

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	481	09/05/2023			
GF001000-11110				Cash Equity			69,440.56
GF005000-21340				Vouchers Payable		69,440.56	
					FUND TOTAL	69,440.56	69,440.56
1010 County Road	2023	9	481	09/05/2023			
RD810000-11110				Cash Equity			11,919.34
RD850000-21340				Vouchers Payable		11,919.34	
					FUND TOTAL	11,919.34	11,919.34
1040 Veterans Assistance Fund	2023	9	481	09/05/2023			
VA810000-11110				Cash Equity			46.35
VA850000-21340				Vouchers Payable		46.35	
					FUND TOTAL	46.35	46.35
1080 Human Services	2023	9	481	09/05/2023			
HS810000-11110				Cash Equity			2,295.63
HS850000-21340				Vouchers Payable		2,295.63	
					FUND TOTAL	2,295.63	2,295.63
1090 Treasurers Investment Pool	2023	9	481	09/05/2023			
TI810000-11110				Cash Equity			87.10
TI850000-21340				Vouchers Payable		87.10	
					FUND TOTAL	87.10	87.10
1110 Election Reserve	2023	9	481	09/05/2023			
EL100000-11110				Cash Equity			365.56
EL500000-21340				Vouchers Payable		365.56	
					FUND TOTAL	365.56	365.56
1120 Treasurers O & M	2023	9	481	09/05/2023			
TO810000-11110				Cash Equity			55.20
TO850000-21340				Vouchers Payable		55.20	
					FUND TOTAL	55.20	55.20
1150 Juvenile Center	2023	9	481	09/05/2023			
JC810000-11110				Cash Equity			14,663.02
JC850000-21340				Vouchers Payable		14,663.02	
					FUND TOTAL	14,663.02	14,663.02
1160 Inmate Benevolence Fund	2023	9	481	09/05/2023			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
IB810000-11110					Cash Equity			2,675.26
IB850000-21340					Vouchers Payable		2,675.26	
						FUND TOTAL	2,675.26	2,675.26
1200 Crime Victim Comp	2023	9	481	09/05/2023				
CV810000-11110					Cash Equity			19.90
CV850000-21340					Vouchers Payable		19.90	
						FUND TOTAL	19.90	19.90
1240 Event Center	2023	9	481	09/05/2023				
FG810000-11110					Cash Equity			1,021.79
FG850000-21340					Vouchers Payable		1,021.79	
						FUND TOTAL	1,021.79	1,021.79
1270 Boating Safety & Patrol Fund	2023	9	481	09/05/2023				
BS810000-11110					Cash Equity			1.77
BS850000-21340					Vouchers Payable		1.77	
						FUND TOTAL	1.77	1.77
1350 Sustainable Development	2023	9	481	09/05/2023				
SD810000-11110					Cash Equity			1,008.83
SD850000-21340					Vouchers Payable		1,008.83	
						FUND TOTAL	1,008.83	1,008.83
1460 Clerks Collection Fund	2023	9	481	09/05/2023				
CC810000-11110					Cash Equity			23.27
CC850000-21340					Vouchers Payable		23.27	
						FUND TOTAL	23.27	23.27
1480 Public Safety Tax Fund	2023	9	481	09/05/2023				
PS810000-11110					Cash Equity			5,294.26
PS850000-21340					Vouchers Payable		5,294.26	
						FUND TOTAL	5,294.26	5,294.26
1490 Protective Inspection Srvs Fnd	2023	9	481	09/05/2023				
BU810000-11110					Cash Equity			1,154.92
BU850000-21340					Vouchers Payable		1,154.92	
						FUND TOTAL	1,154.92	1,154.92
1500 Pest Board	2023	9	481	09/05/2023				
PB810000-11110					Cash Equity			3.60

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
PB850000-21340					Vouchers Payable		3.60	
						FUND TOTAL	3.60	3.60
1550 Solid Waste Collection Fund	2023	9	481	09/05/2023				
SW810000-11110					Cash Equity			23.30
SW850000-21340					Vouchers Payable		23.30	
						FUND TOTAL	23.30	23.30
1600 Behavioral Health	2023	9	481	09/05/2023				
BHF81000-11110					Cash Equity			2,335.56
BHF85000-21340					Vouchers Payable		2,335.56	
						FUND TOTAL	2,335.56	2,335.56
3050 Capital Projects	2023	9	481	09/05/2023				
CP810000-11110					Cash Equity			11.88
CP850000-21340					Vouchers Payable		11.88	
						FUND TOTAL	11.88	11.88
5010 Equipment Rental & Revolving	2023	9	481	09/05/2023				
ER810000-11110					Cash Equity			2,258.54
ER850000-21340					Vouchers Payable		2,258.54	
						FUND TOTAL	2,258.54	2,258.54
5020 Central Services	2023	9	481	09/05/2023				
IT810000-11110					Cash Equity			480.27
IT850000-21340					Vouchers Payable		480.27	
						FUND TOTAL	480.27	480.27
5030 Workmens Compensation	2023	9	481	09/05/2023				
WC810000-11110					Cash Equity			11.98
WC850000-21340					Vouchers Payable		11.98	
						FUND TOTAL	11.98	11.98
5040 Insurance Management	2023	9	481	09/05/2023				
IM810000-11110					Cash Equity			1,176.71
IM850000-21340					Vouchers Payable		1,176.71	
						FUND TOTAL	1,176.71	1,176.71
5050 Accumulated Leave	2023	9	481	09/05/2023				
AL810000-11110					Cash Equity			78.63
AL850000-21340					Vouchers Payable		78.63	

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
					FUND TOTAL	78.63	78.63
9999 Treasurers Pooled Cash	2023	9	481	09/05/2023			
99900000-11120					AP Check Claims Clearing		116,453.23
99900000-80010					Due To General Fund	69,440.56	
99900000-81010					Due To County Road	11,919.34	
99900000-81040					Due To Veterans Assistance Fnd	46.35	
99900000-81080					Due To Human Services	2,295.63	
99900000-81090					Due To Treasurers Inves Pool	87.10	
99900000-81110					Due To Election Reserve	365.56	
99900000-81120					Due To Treasurers O & M	55.20	
99900000-81150					Due To Juvenile Center	14,663.02	
99900000-81160					Due To Inmate Benevolence Fund	2,675.26	
99900000-81200					Due To Crime Victim Comp	19.90	
99900000-81240					Due To Fairgrounds Oper Budget	1,021.79	
99900000-81270					Due To Boating Safety & Patrol	1.77	
99900000-81350					Due To Sustainable Development	1,008.83	
99900000-81460					Due To Clerks Collection Fund	23.27	
99900000-81480					Due To Public Safety Tax Fund	5,294.26	
99900000-81490					Due To Protective Insp Srvs Fd	1,154.92	
99900000-81500					Due To Pest Board	3.60	
99900000-81550					Due To Solid Waste Collection	23.30	
99900000-81600					Due To Behavioral Health	2,335.56	
99900000-83050					Due To Capital Projects	11.88	
99900000-85010					Due To Equipment Rental & Rev	2,258.54	
99900000-85020					Due To Central Services	480.27	
99900000-85030					Due To Workmens Compensation	11.98	
99900000-85040					Due To Insurance Management	1,176.71	
99900000-85050					Due To Accumulated Leave	78.63	
					FUND TOTAL	116,453.23	116,453.23

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		69,440.56
1010	County Road		11,919.34
1040	Veterans Assistance Fund		46.35
1080	Human Services		2,295.63
1090	Treasurers Investment Pool		87.10
1110	Election Reserve		365.56
1120	Treasurers O & M		55.20
1150	Juvenile Center		14,663.02
1160	Inmate Benevolence Fund		2,675.26
1200	Crime Victim Comp		19.90
1240	Event Center		1,021.79
1270	Boating Safety & Patrol Fund		1.77
1350	Sustainable Development		1,008.83
1460	Clerks Collection Fund		23.27
1480	Public Safety Tax Fund		5,294.26
1490	Protective Inspection Srvs Fnd		1,154.92
1500	Pest Board		3.60
1550	Solid Waste Collection Fund		23.30
1600	Behavioral Health		2,335.56
3050	Capital Projects		11.88
5010	Equipment Rental & Revolving		2,258.54
5020	Central Services		480.27
5030	Workmens Compensation		11.98
5040	Insurance Management		1,176.71
5050	Accumulated Leave		78.63
9999	Treasurers Pooled Cash	116,453.23	
	TOTAL	116,453.23	116,453.23

** END OF REPORT - Generated by Jury Torres **

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
595	09/05/2023	EFT	101508	B C SHERIFF DEPUTY GUILD	09/05/2023		PY0923E	8,912.00
					CHECK		595 TOTAL:	8,912.00
596	09/05/2023	EFT	101558	B F JUVENILE COURT GUILD	09/05/2023		PY0923E	1,627.67
					CHECK		596 TOTAL:	1,627.67
597	09/05/2023	EFT	104285	BC CORRECTIONS ASSOCIATION	09/05/2023		PY0923E	660.00
					CHECK		597 TOTAL:	660.00
598	09/05/2023	EFT	102673	MISSION SQUARE RETIREMENT	09/05/2023		PY0923E	114,234.93
					CHECK		598 TOTAL:	114,234.93
599	09/05/2023	EFT	103325	NW ADMINISTRATORS	09/05/2023		PY0923E	120,466.20
					CHECK		599 TOTAL:	120,466.20
600	09/05/2023	EFT	104261	UNITED EMPLOYEES BENEFIT TRUST	09/05/2023		PY0923E	570,294.00
					CHECK		600 TOTAL:	570,294.00
601	09/05/2023	EFT	104333	VEBA HRA TRUST	09/05/2023		PY0923E	83,256.14
					CHECK		601 TOTAL:	83,256.14

NUMBER OF CHECKS 7 *** CASH ACCOUNT TOTAL *** 899,450.94

	COUNT	AMOUNT
TOTAL EFT'S	7	899,450.94

*** GRAND TOTAL *** 899,450.94

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 9 480									
APP GF005000-21340					Vouchers Payable			567,999.44	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				899,450.94
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP BS850000-21340					Vouchers Payable			111.50	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			84,519.26	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			70,064.53	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			8,159.87	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			49,031.06	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340					Vouchers Payable			16,774.10	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			10,652.43	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			7,408.00	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			1,516.80	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			9,996.29	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			5,487.01	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			10,191.28	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			19,010.08	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			3,134.00	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			6,266.00	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP AL850000-21340					Vouchers Payable			890.89	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP TO850000-21340					Vouchers Payable			1,774.61	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			1,442.00	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP TI850000-21340					Vouchers Payable			1,222.00	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP CV850000-21340					Vouchers Payable			5,108.00	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP CC850000-21340					Vouchers Payable			727.79	
09/05/2023 PY0923E	PY0923				AP CASH DISBURSEMENTS JOURNAL				
APP PB850000-21340					Vouchers Payable			1,442.00	

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
09/05/2023	PY0923E	PY0923			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			4,326.00	
09/05/2023	PY0923E	PY0923			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			12,196.00	
09/05/2023	PY0923E	PY0923			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			899,450.94	899,450.94
APP 99900000-80010					Due To General Fund			567,999.44	
09/05/2023	PY0923E	PY0923							
APP GF001000-11110					Cash Equity				567,999.44
09/05/2023	PY0923E	PY0923							
APP 99900000-81270					Due To Boating Safety & Patrol			111.50	
09/05/2023	PY0923E	PY0923							
APP BS810000-11110					Cash Equity				111.50
09/05/2023	PY0923E	PY0923							
APP 99900000-81480					Due To Public Safety Tax Fund			84,519.26	
09/05/2023	PY0923E	PY0923							
APP PS810000-11110					Cash Equity				84,519.26
09/05/2023	PY0923E	PY0923							
APP 99900000-81150					Due To Juvenile Center			70,064.53	
09/05/2023	PY0923E	PY0923							
APP JC810000-11110					Cash Equity				70,064.53
09/05/2023	PY0923E	PY0923							
APP 99900000-81160					Due To Inmate Benevolence Fund			8,159.87	
09/05/2023	PY0923E	PY0923							
APP IB810000-11110					Cash Equity				8,159.87
09/05/2023	PY0923E	PY0923							
APP 99900000-81010					Due To County Road			49,031.06	
09/05/2023	PY0923E	PY0923							
APP RD810000-11110					Cash Equity				49,031.06
09/05/2023	PY0923E	PY0923							
APP 99900000-81080					Due To Human Services			16,774.10	
09/05/2023	PY0923E	PY0923							
APP HS810000-11110					Cash Equity				16,774.10
09/05/2023	PY0923E	PY0923							
APP 99900000-81110					Due To Election Reserve			10,652.43	
09/05/2023	PY0923E	PY0923							
APP EL100000-11110					Cash Equity				10,652.43
09/05/2023	PY0923E	PY0923							
APP 99900000-81240					Due To Fairgrounds Oper Budget			7,408.00	
09/05/2023	PY0923E	PY0923							
APP FG810000-11110					Cash Equity				7,408.00
09/05/2023	PY0923E	PY0923							
APP 99900000-81350					Due To Sustainable Development			1,516.80	
09/05/2023	PY0923E	PY0923							
APP SD810000-11110					Cash Equity				1,516.80
09/05/2023	PY0923E	PY0923							

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 99900000-81490					Due To Protective Insp Srvs Fd			9,996.29	
09/05/2023 PY0923E	PY0923								
APP BU810000-11110					Cash Equity				9,996.29
09/05/2023 PY0923E	PY0923								
APP 99900000-83050					Due To Capital Projects			5,487.01	
09/05/2023 PY0923E	PY0923								
APP CP810000-11110					Cash Equity				5,487.01
09/05/2023 PY0923E	PY0923								
APP 99900000-85010					Due To Equipment Rental & Rev			10,191.28	
09/05/2023 PY0923E	PY0923								
APP ER810000-11110					Cash Equity				10,191.28
09/05/2023 PY0923E	PY0923								
APP 99900000-85020					Due To Central Services			19,010.08	
09/05/2023 PY0923E	PY0923								
APP IT810000-11110					Cash Equity				19,010.08
09/05/2023 PY0923E	PY0923								
APP 99900000-85030					Due To Workmens Compensation			3,134.00	
09/05/2023 PY0923E	PY0923								
APP WC810000-11110					Cash Equity				3,134.00
09/05/2023 PY0923E	PY0923								
APP 99900000-85040					Due To Insurance Management			6,266.00	
09/05/2023 PY0923E	PY0923								
APP IM810000-11110					Cash Equity				6,266.00
09/05/2023 PY0923E	PY0923								
APP 99900000-85050					Due To Accumulated Leave			890.89	
09/05/2023 PY0923E	PY0923								
APP AL810000-11110					Cash Equity				890.89
09/05/2023 PY0923E	PY0923								
APP 99900000-81120					Due To Treasurers O & M			1,774.61	
09/05/2023 PY0923E	PY0923								
APP TO810000-11110					Cash Equity				1,774.61
09/05/2023 PY0923E	PY0923								
APP 99900000-81040					Due To Veterans Assistance Fnd			1,442.00	
09/05/2023 PY0923E	PY0923								
APP VA810000-11110					Cash Equity				1,442.00
09/05/2023 PY0923E	PY0923								
APP 99900000-81090					Due To Treasurers Inves Pool			1,222.00	
09/05/2023 PY0923E	PY0923								
APP TI810000-11110					Cash Equity				1,222.00
09/05/2023 PY0923E	PY0923								
APP 99900000-81200					Due To Crime Victim Comp			5,108.00	
09/05/2023 PY0923E	PY0923								
APP CV810000-11110					Cash Equity				5,108.00
09/05/2023 PY0923E	PY0923								
APP 99900000-81460					Due To Clerks Collection Fund			727.79	
09/05/2023 PY0923E	PY0923								
APP CC810000-11110					Cash Equity				727.79
09/05/2023 PY0923E	PY0923								
APP 99900000-81500					Due To Pest Board			1,442.00	

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
		09/05/2023	PY0923E	PY0923							
APP	PB810000-11110						Cash Equity				1,442.00
		09/05/2023	PY0923E	PY0923							
APP	99900000-81550						Due To Solid Waste Collection			4,326.00	
		09/05/2023	PY0923E	PY0923							
APP	SW810000-11110						Cash Equity				4,326.00
		09/05/2023	PY0923E	PY0923							
APP	99900000-81600						Due To Behavioral Health			12,196.00	
		09/05/2023	PY0923E	PY0923							
APP	BHF81000-11110						Cash Equity				12,196.00
		09/05/2023	PY0923E	PY0923							
							SYSTEM GENERATED ENTRIES TOTAL			899,450.94	899,450.94
							JOURNAL 2023/09/480 TOTAL			1,798,901.88	1,798,901.88

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	480	09/05/2023			
GF001000-11110				Cash Equity			567,999.44
GF005000-21340				Vouchers Payable		567,999.44	
					FUND TOTAL	567,999.44	567,999.44
1010 County Road	2023	9	480	09/05/2023			
RD810000-11110				Cash Equity			49,031.06
RD850000-21340				Vouchers Payable		49,031.06	
					FUND TOTAL	49,031.06	49,031.06
1040 Veterans Assistance Fund	2023	9	480	09/05/2023			
VA810000-11110				Cash Equity			1,442.00
VA850000-21340				Vouchers Payable		1,442.00	
					FUND TOTAL	1,442.00	1,442.00
1080 Human Services	2023	9	480	09/05/2023			
HS810000-11110				Cash Equity			16,774.10
HS850000-21340				Vouchers Payable		16,774.10	
					FUND TOTAL	16,774.10	16,774.10
1090 Treasurers Investment Pool	2023	9	480	09/05/2023			
TI810000-11110				Cash Equity			1,222.00
TI850000-21340				Vouchers Payable		1,222.00	
					FUND TOTAL	1,222.00	1,222.00
1110 Election Reserve	2023	9	480	09/05/2023			
EL100000-11110				Cash Equity			10,652.43
EL500000-21340				Vouchers Payable		10,652.43	
					FUND TOTAL	10,652.43	10,652.43
1120 Treasurers O & M	2023	9	480	09/05/2023			
TO810000-11110				Cash Equity			1,774.61
TO850000-21340				Vouchers Payable		1,774.61	
					FUND TOTAL	1,774.61	1,774.61
1150 Juvenile Center	2023	9	480	09/05/2023			
JC810000-11110				Cash Equity			70,064.53
JC850000-21340				Vouchers Payable		70,064.53	
					FUND TOTAL	70,064.53	70,064.53
1160 Inmate Benevolence Fund	2023	9	480	09/05/2023			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
IB810000-11110					Cash Equity			8,159.87
IB850000-21340					Vouchers Payable		8,159.87	
						FUND TOTAL	8,159.87	8,159.87
1200 Crime Victim Comp	2023	9	480	09/05/2023				
CV810000-11110					Cash Equity			5,108.00
CV850000-21340					Vouchers Payable		5,108.00	
						FUND TOTAL	5,108.00	5,108.00
1240 Event Center	2023	9	480	09/05/2023				
FG810000-11110					Cash Equity			7,408.00
FG850000-21340					Vouchers Payable		7,408.00	
						FUND TOTAL	7,408.00	7,408.00
1270 Boating Safety & Patrol Fund	2023	9	480	09/05/2023				
BS810000-11110					Cash Equity			111.50
BS850000-21340					Vouchers Payable		111.50	
						FUND TOTAL	111.50	111.50
1350 Sustainable Development	2023	9	480	09/05/2023				
SD810000-11110					Cash Equity			1,516.80
SD850000-21340					Vouchers Payable		1,516.80	
						FUND TOTAL	1,516.80	1,516.80
1460 Clerks Collection Fund	2023	9	480	09/05/2023				
CC810000-11110					Cash Equity			727.79
CC850000-21340					Vouchers Payable		727.79	
						FUND TOTAL	727.79	727.79
1480 Public Safety Tax Fund	2023	9	480	09/05/2023				
PS810000-11110					Cash Equity			84,519.26
PS850000-21340					Vouchers Payable		84,519.26	
						FUND TOTAL	84,519.26	84,519.26
1490 Protective Inspection Srvs Fnd	2023	9	480	09/05/2023				
BU810000-11110					Cash Equity			9,996.29
BU850000-21340					Vouchers Payable		9,996.29	
						FUND TOTAL	9,996.29	9,996.29
1500 Pest Board	2023	9	480	09/05/2023				
PB810000-11110					Cash Equity			1,442.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
PB850000-21340				Vouchers Payable		1,442.00	
					FUND TOTAL	1,442.00	1,442.00
1550 Solid Waste Collection Fund	2023	9	480	09/05/2023			
SW810000-11110				Cash Equity			4,326.00
SW850000-21340				Vouchers Payable		4,326.00	
					FUND TOTAL	4,326.00	4,326.00
1600 Behavioral Health	2023	9	480	09/05/2023			
BHF81000-11110				Cash Equity			12,196.00
BHF85000-21340				Vouchers Payable		12,196.00	
					FUND TOTAL	12,196.00	12,196.00
3050 Capital Projects	2023	9	480	09/05/2023			
CP810000-11110				Cash Equity			5,487.01
CP850000-21340				Vouchers Payable		5,487.01	
					FUND TOTAL	5,487.01	5,487.01
5010 Equipment Rental & Revolving	2023	9	480	09/05/2023			
ER810000-11110				Cash Equity			10,191.28
ER850000-21340				Vouchers Payable		10,191.28	
					FUND TOTAL	10,191.28	10,191.28
5020 Central Services	2023	9	480	09/05/2023			
IT810000-11110				Cash Equity			19,010.08
IT850000-21340				Vouchers Payable		19,010.08	
					FUND TOTAL	19,010.08	19,010.08
5030 Workmens Compensation	2023	9	480	09/05/2023			
WC810000-11110				Cash Equity			3,134.00
WC850000-21340				Vouchers Payable		3,134.00	
					FUND TOTAL	3,134.00	3,134.00
5040 Insurance Management	2023	9	480	09/05/2023			
IM810000-11110				Cash Equity			6,266.00
IM850000-21340				Vouchers Payable		6,266.00	
					FUND TOTAL	6,266.00	6,266.00
5050 Accumulated Leave	2023	9	480	09/05/2023			
AL810000-11110				Cash Equity			890.89
AL850000-21340				Vouchers Payable		890.89	

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
					FUND TOTAL	890.89	890.89
9999 Treasurers Pooled Cash	2023	9	480	09/05/2023			
99900000-11121					AP Wire Clearing		899,450.94
99900000-80010					Due To General Fund	567,999.44	
99900000-81010					Due To County Road	49,031.06	
99900000-81040					Due To Veterans Assistance Fnd	1,442.00	
99900000-81080					Due To Human Services	16,774.10	
99900000-81090					Due To Treasurers Inves Pool	1,222.00	
99900000-81110					Due To Election Reserve	10,652.43	
99900000-81120					Due To Treasurers O & M	1,774.61	
99900000-81150					Due To Juvenile Center	70,064.53	
99900000-81160					Due To Inmate Benevolence Fund	8,159.87	
99900000-81200					Due To Crime Victim Comp	5,108.00	
99900000-81240					Due To Fairgrounds Oper Budget	7,408.00	
99900000-81270					Due To Boating Safety & Patrol	111.50	
99900000-81350					Due To Sustainable Development	1,516.80	
99900000-81460					Due To Clerks Collection Fund	727.79	
99900000-81480					Due To Public Safety Tax Fund	84,519.26	
99900000-81490					Due To Protective Insp Srvs Fd	9,996.29	
99900000-81500					Due To Pest Board	1,442.00	
99900000-81550					Due To Solid Waste Collection	4,326.00	
99900000-81600					Due To Behavioral Health	12,196.00	
99900000-83050					Due To Capital Projects	5,487.01	
99900000-85010					Due To Equipment Rental & Rev	10,191.28	
99900000-85020					Due To Central Services	19,010.08	
99900000-85030					Due To Workmens Compensation	3,134.00	
99900000-85040					Due To Insurance Management	6,266.00	
99900000-85050					Due To Accumulated Leave	890.89	
					FUND TOTAL	899,450.94	899,450.94

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		567,999.44
1010	County Road		49,031.06
1040	Veterans Assistance Fund		1,442.00
1080	Human Services		16,774.10
1090	Treasurers Investment Pool		1,222.00
1110	Election Reserve		10,652.43
1120	Treasurers O & M		1,774.61
1150	Juvenile Center		70,064.53
1160	Inmate Benevolence Fund		8,159.87
1200	Crime Victim Comp		5,108.00
1240	Event Center		7,408.00
1270	Boating Safety & Patrol Fund		111.50
1350	Sustainable Development		1,516.80
1460	Clerks Collection Fund		727.79
1480	Public Safety Tax Fund		84,519.26
1490	Protective Inspection Srvs Fnd		9,996.29
1500	Pest Board		1,442.00
1550	Solid Waste Collection Fund		4,326.00
1600	Behavioral Health		12,196.00
3050	Capital Projects		5,487.01
5010	Equipment Rental & Revolving		10,191.28
5020	Central Services		19,010.08
5030	Workmens Compensation		3,134.00
5040	Insurance Management		6,266.00
5050	Accumulated Leave		890.89
9999	Treasurers Pooled Cash	899,450.94	
	TOTAL	899,450.94	899,450.94

** END OF REPORT - Generated by Jury Torres **

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1120	09/05/2023	WIRE	103239	NACO/West, NACO PAYROLL PROCESSING	09/05/2023		PAYROLL	2,252.00
						CHECK	1120 TOTAL:	2,252.00
				NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		2,252.00

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	2,252.00

*** GRAND TOTAL *** 2,252.00

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 9 478									
APP GF005000-21340					Vouchers Payable			1,500.00	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100					Main Checking				2,252.00
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			100.00	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP PB850000-21340					Vouchers Payable			652.00	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			2,252.00	2,252.00
APP 99900000-80010					Due To General Fund			1,500.00	
09/05/2023	PAYROLL	PAYROL							
APP GF001000-11110					Cash Equity				1,500.00
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81480					Due To Public Safety Tax Fund			100.00	
09/05/2023	PAYROLL	PAYROL							
APP PS810000-11110					Cash Equity				100.00
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81500					Due To Pest Board			652.00	
09/05/2023	PAYROLL	PAYROL							
APP PB810000-11110					Cash Equity				652.00
09/05/2023	PAYROLL	PAYROL							
					SYSTEM GENERATED ENTRIES TOTAL			2,252.00	2,252.00
					JOURNAL 2023/09/478 TOTAL			4,504.00	4,504.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	478	09/05/2023			
GF001000-11110				Cash Equity			1,500.00
GF005000-21340				Vouchers Payable		1,500.00	
					FUND TOTAL	1,500.00	1,500.00
1480 Public Safety Tax Fund	2023	9	478	09/05/2023			
PS810000-11110				Cash Equity			100.00
PS850000-21340				Vouchers Payable		100.00	
					FUND TOTAL	100.00	100.00
1500 Pest Board	2023	9	478	09/05/2023			
PB810000-11110				Cash Equity			652.00
PB850000-21340				Vouchers Payable		652.00	
					FUND TOTAL	652.00	652.00
9999 Treasurers Pooled Cash	2023	9	478	09/05/2023			
99900000-11100				Main Checking			2,252.00
99900000-80010				Due To General Fund		1,500.00	
99900000-81480				Due To Public Safety Tax Fund		100.00	
99900000-81500				Due To Pest Board		652.00	
					FUND TOTAL	2,252.00	2,252.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		1,500.00
1480	Public Safety Tax Fund		100.00
1500	Pest Board		652.00
9999	Treasurers Pooled Cash	2,252.00	
	TOTAL	2,252.00	2,252.00

** END OF REPORT - Generated by Jury Torres **

CASH ACCOUNT: 99900000 11124 Federal Tax

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1118	09/05/2023	WIRE	101326	AFLAC	09/05/2023		PAYROLL	11,508.21
					CHECK		1118 TOTAL:	11,508.21
1119	09/05/2023	WIRE	102850	KEY BANK	09/05/2023		PAYROLL	1,006,252.50
					CHECK		1119 TOTAL:	1,006,252.50
1121	09/05/2023	WIRE	104428	WA ST DEPT OF RET SYS PERS 1	09/05/2023		PAYROLL	1,444.38
					CHECK		1121 TOTAL:	1,444.38
1122	09/05/2023	WIRE	104429	WA ST DEPT OF RET SYS PERS 3	09/05/2023		PAYROLL	46,477.83
					CHECK		1122 TOTAL:	46,477.83
1123	09/05/2023	WIRE	104430	WA ST DEPT OF RET SYS PERS 2	09/05/2023		PAYROLL	390,143.95
					CHECK		1123 TOTAL:	390,143.95
1124	09/05/2023	WIRE	104432	WA ST DEPT OF RET SYS PSERS	09/05/2023		PAYROLL	111,416.85
					CHECK		1124 TOTAL:	111,416.85
1125	09/05/2023	WIRE	104433	WA ST DEPT OF RET SYS JUDICIAL	09/05/2023		PAYROLL	17,449.08
					CHECK		1125 TOTAL:	17,449.08
1126	09/05/2023	WIRE	104453	WA ST SUPPORT REGISTRY	09/05/2023		PAYROLL	8,650.78
					CHECK		1126 TOTAL:	8,650.78
1127	09/05/2023	WIRE	104483	WA ST DEPT OF RET SYS LEOFF 2	09/05/2023		PAYROLL	89,574.48
					CHECK		1127 TOTAL:	89,574.48
1128	09/05/2023	WIRE	105018	WA ST DEPT OF RET SYSTEM	09/05/2023		PAYROLL	2,913.36
					CHECK		1128 TOTAL:	2,913.36

NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 1,685,831.42

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	10	1,685,831.42

*** GRAND TOTAL *** 1,685,831.42

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 9 479									
APP GF005000-21340					Vouchers Payable			1,060,596.31	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124					Federal Tax				1,685,831.42
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			90,120.13	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340					Vouchers Payable			24,626.07	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			15,790.37	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			147,363.29	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			15,047.88	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			158,964.30	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			16,263.03	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			19,914.44	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			18,736.22	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP BS850000-21340					Vouchers Payable			544.76	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			40,795.19	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP CC850000-21340					Vouchers Payable			1,413.65	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			1,968.52	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP TI850000-21340					Vouchers Payable			1,724.97	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP TO850000-21340					Vouchers Payable			2,229.67	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			14,282.54	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP AL850000-21340					Vouchers Payable			4,603.32	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			5,271.19	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP CV850000-21340					Vouchers Payable			7,252.08	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			14,232.26	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			5,024.89	
09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP PB850000-21340					Vouchers Payable			2,121.66	

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
	09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340						Vouchers Payable			6,034.10	
	09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340						Vouchers Payable			10,910.58	
	09/05/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
						GENERAL LEDGER TOTAL			1,685,831.42	1,685,831.42
APP 99900000-80010						Due To General Fund			1,060,596.31	
	09/05/2023	PAYROLL	PAYROL							
APP GF001000-11110						Cash Equity				1,060,596.31
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-81010						Due To County Road			90,120.13	
	09/05/2023	PAYROLL	PAYROL							
APP RD810000-11110						Cash Equity				90,120.13
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-81080						Due To Human Services			24,626.07	
	09/05/2023	PAYROLL	PAYROL							
APP HS810000-11110						Cash Equity				24,626.07
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-81110						Due To Election Reserve			15,790.37	
	09/05/2023	PAYROLL	PAYROL							
APP EL100000-11110						Cash Equity				15,790.37
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-81150						Due To Juvenile Center			147,363.29	
	09/05/2023	PAYROLL	PAYROL							
APP JC810000-11110						Cash Equity				147,363.29
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-81160						Due To Inmate Benevolence Fund			15,047.88	
	09/05/2023	PAYROLL	PAYROL							
APP IB810000-11110						Cash Equity				15,047.88
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-81480						Due To Public Safety Tax Fund			158,964.30	
	09/05/2023	PAYROLL	PAYROL							
APP PS810000-11110						Cash Equity				158,964.30
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-81490						Due To Protective Insp Srvs Fd			16,263.03	
	09/05/2023	PAYROLL	PAYROL							
APP BU810000-11110						Cash Equity				16,263.03
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-81600						Due To Behavioral Health			19,914.44	
	09/05/2023	PAYROLL	PAYROL							
APP BHF81000-11110						Cash Equity				19,914.44
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-85010						Due To Equipment Rental & Rev			18,736.22	
	09/05/2023	PAYROLL	PAYROL							
APP ER810000-11110						Cash Equity				18,736.22
	09/05/2023	PAYROLL	PAYROL							

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 99900000-81270					Due To Boating Safety & Patrol			544.76	
09/05/2023	PAYROLL	PAYROL							
APP BS810000-11110					Cash Equity				544.76
09/05/2023	PAYROLL	PAYROL							
APP 99900000-85020					Due To Central Services			40,795.19	
09/05/2023	PAYROLL	PAYROL							
APP IT810000-11110					Cash Equity				40,795.19
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81460					Due To Clerks Collection Fund			1,413.65	
09/05/2023	PAYROLL	PAYROL							
APP CC810000-11110					Cash Equity				1,413.65
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81040					Due To Veterans Assistance Fnd			1,968.52	
09/05/2023	PAYROLL	PAYROL							
APP VA810000-11110					Cash Equity				1,968.52
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81090					Due To Treasurers Inves Pool			1,724.97	
09/05/2023	PAYROLL	PAYROL							
APP TI810000-11110					Cash Equity				1,724.97
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81120					Due To Treasurers O & M			2,229.67	
09/05/2023	PAYROLL	PAYROL							
APP TO810000-11110					Cash Equity				2,229.67
09/05/2023	PAYROLL	PAYROL							
APP 99900000-85040					Due To Insurance Management			14,282.54	
09/05/2023	PAYROLL	PAYROL							
APP IM810000-11110					Cash Equity				14,282.54
09/05/2023	PAYROLL	PAYROL							
APP 99900000-85050					Due To Accumulated Leave			4,603.32	
09/05/2023	PAYROLL	PAYROL							
APP AL810000-11110					Cash Equity				4,603.32
09/05/2023	PAYROLL	PAYROL							
APP 99900000-85030					Due To Workmens Compensation			5,271.19	
09/05/2023	PAYROLL	PAYROL							
APP WC810000-11110					Cash Equity				5,271.19
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81200					Due To Crime Victim Comp			7,252.08	
09/05/2023	PAYROLL	PAYROL							
APP CV810000-11110					Cash Equity				7,252.08
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81240					Due To Fairgrounds Oper Budget			14,232.26	
09/05/2023	PAYROLL	PAYROL							
APP FG810000-11110					Cash Equity				14,232.26
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81350					Due To Sustainable Development			5,024.89	
09/05/2023	PAYROLL	PAYROL							
APP SD810000-11110					Cash Equity				5,024.89
09/05/2023	PAYROLL	PAYROL							
APP 99900000-81500					Due To Pest Board			2,121.66	

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
	09/05/2023	PAYROLL	PAYROL							
APP PB810000-11110						Cash Equity				2,121.66
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-81550						Due To Solid Waste Collection			6,034.10	
	09/05/2023	PAYROLL	PAYROL							
APP SW810000-11110						Cash Equity				6,034.10
	09/05/2023	PAYROLL	PAYROL							
APP 99900000-83050						Due To Capital Projects			10,910.58	
	09/05/2023	PAYROLL	PAYROL							
APP CP810000-11110						Cash Equity				10,910.58
	09/05/2023	PAYROLL	PAYROL							
						SYSTEM GENERATED ENTRIES TOTAL			1,685,831.42	1,685,831.42
						JOURNAL 2023/09/479 TOTAL			3,371,662.84	3,371,662.84

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	479	09/05/2023			
GF001000-11110				Cash Equity			1,060,596.31
GF005000-21340				Vouchers Payable		1,060,596.31	
					FUND TOTAL	1,060,596.31	1,060,596.31
1010 County Road	2023	9	479	09/05/2023			
RD810000-11110				Cash Equity			90,120.13
RD850000-21340				Vouchers Payable		90,120.13	
					FUND TOTAL	90,120.13	90,120.13
1040 Veterans Assistance Fund	2023	9	479	09/05/2023			
VA810000-11110				Cash Equity			1,968.52
VA850000-21340				Vouchers Payable		1,968.52	
					FUND TOTAL	1,968.52	1,968.52
1080 Human Services	2023	9	479	09/05/2023			
HS810000-11110				Cash Equity			24,626.07
HS850000-21340				Vouchers Payable		24,626.07	
					FUND TOTAL	24,626.07	24,626.07
1090 Treasurers Investment Pool	2023	9	479	09/05/2023			
TI810000-11110				Cash Equity			1,724.97
TI850000-21340				Vouchers Payable		1,724.97	
					FUND TOTAL	1,724.97	1,724.97
1110 Election Reserve	2023	9	479	09/05/2023			
EL100000-11110				Cash Equity			15,790.37
EL500000-21340				Vouchers Payable		15,790.37	
					FUND TOTAL	15,790.37	15,790.37
1120 Treasurers O & M	2023	9	479	09/05/2023			
TO810000-11110				Cash Equity			2,229.67
TO850000-21340				Vouchers Payable		2,229.67	
					FUND TOTAL	2,229.67	2,229.67
1150 Juvenile Center	2023	9	479	09/05/2023			
JC810000-11110				Cash Equity			147,363.29
JC850000-21340				Vouchers Payable		147,363.29	
					FUND TOTAL	147,363.29	147,363.29
1160 Inmate Benevolence Fund	2023	9	479	09/05/2023			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
IB810000-11110					Cash Equity			15,047.88
IB850000-21340					Vouchers Payable		15,047.88	
						FUND TOTAL	15,047.88	15,047.88
1200 Crime Victim Comp	2023	9	479	09/05/2023				
CV810000-11110					Cash Equity			7,252.08
CV850000-21340					Vouchers Payable		7,252.08	
						FUND TOTAL	7,252.08	7,252.08
1240 Event Center	2023	9	479	09/05/2023				
FG810000-11110					Cash Equity			14,232.26
FG850000-21340					Vouchers Payable		14,232.26	
						FUND TOTAL	14,232.26	14,232.26
1270 Boating Safety & Patrol Fund	2023	9	479	09/05/2023				
BS810000-11110					Cash Equity			544.76
BS850000-21340					Vouchers Payable		544.76	
						FUND TOTAL	544.76	544.76
1350 Sustainable Development	2023	9	479	09/05/2023				
SD810000-11110					Cash Equity			5,024.89
SD850000-21340					Vouchers Payable		5,024.89	
						FUND TOTAL	5,024.89	5,024.89
1460 Clerks Collection Fund	2023	9	479	09/05/2023				
CC810000-11110					Cash Equity			1,413.65
CC850000-21340					Vouchers Payable		1,413.65	
						FUND TOTAL	1,413.65	1,413.65
1480 Public Safety Tax Fund	2023	9	479	09/05/2023				
PS810000-11110					Cash Equity			158,964.30
PS850000-21340					Vouchers Payable		158,964.30	
						FUND TOTAL	158,964.30	158,964.30
1490 Protective Inspection Srvs Fnd	2023	9	479	09/05/2023				
BU810000-11110					Cash Equity			16,263.03
BU850000-21340					Vouchers Payable		16,263.03	
						FUND TOTAL	16,263.03	16,263.03
1500 Pest Board	2023	9	479	09/05/2023				
PB810000-11110					Cash Equity			2,121.66

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
PB850000-21340				Vouchers Payable		2,121.66	
					FUND TOTAL	2,121.66	2,121.66
1550 Solid Waste Collection Fund	2023	9	479	09/05/2023			
SW810000-11110				Cash Equity			6,034.10
SW850000-21340				Vouchers Payable		6,034.10	
					FUND TOTAL	6,034.10	6,034.10
1600 Behavioral Health	2023	9	479	09/05/2023			
BHF81000-11110				Cash Equity			19,914.44
BHF85000-21340				Vouchers Payable		19,914.44	
					FUND TOTAL	19,914.44	19,914.44
3050 Capital Projects	2023	9	479	09/05/2023			
CP810000-11110				Cash Equity			10,910.58
CP850000-21340				Vouchers Payable		10,910.58	
					FUND TOTAL	10,910.58	10,910.58
5010 Equipment Rental & Revolving	2023	9	479	09/05/2023			
ER810000-11110				Cash Equity			18,736.22
ER850000-21340				Vouchers Payable		18,736.22	
					FUND TOTAL	18,736.22	18,736.22
5020 Central Services	2023	9	479	09/05/2023			
IT810000-11110				Cash Equity			40,795.19
IT850000-21340				Vouchers Payable		40,795.19	
					FUND TOTAL	40,795.19	40,795.19
5030 Workmens Compensation	2023	9	479	09/05/2023			
WC810000-11110				Cash Equity			5,271.19
WC850000-21340				Vouchers Payable		5,271.19	
					FUND TOTAL	5,271.19	5,271.19
5040 Insurance Management	2023	9	479	09/05/2023			
IM810000-11110				Cash Equity			14,282.54
IM850000-21340				Vouchers Payable		14,282.54	
					FUND TOTAL	14,282.54	14,282.54
5050 Accumulated Leave	2023	9	479	09/05/2023			
AL810000-11110				Cash Equity			4,603.32
AL850000-21340				Vouchers Payable		4,603.32	

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
					FUND TOTAL	4,603.32	4,603.32
9999 Treasurers Pooled Cash	2023	9	479	09/05/2023			
99900000-11124					Federal Tax		1,685,831.42
99900000-80010					Due To General Fund	1,060,596.31	
99900000-81010					Due To County Road	90,120.13	
99900000-81040					Due To Veterans Assistance Fnd	1,968.52	
99900000-81080					Due To Human Services	24,626.07	
99900000-81090					Due To Treasurers Inves Pool	1,724.97	
99900000-81110					Due To Election Reserve	15,790.37	
99900000-81120					Due To Treasurers O & M	2,229.67	
99900000-81150					Due To Juvenile Center	147,363.29	
99900000-81160					Due To Inmate Benevolence Fund	15,047.88	
99900000-81200					Due To Crime Victim Comp	7,252.08	
99900000-81240					Due To Fairgrounds Oper Budget	14,232.26	
99900000-81270					Due To Boating Safety & Patrol	544.76	
99900000-81350					Due To Sustainable Development	5,024.89	
99900000-81460					Due To Clerks Collection Fund	1,413.65	
99900000-81480					Due To Public Safety Tax Fund	158,964.30	
99900000-81490					Due To Protective Insp Srvs Fd	16,263.03	
99900000-81500					Due To Pest Board	2,121.66	
99900000-81550					Due To Solid Waste Collection	6,034.10	
99900000-81600					Due To Behavioral Health	19,914.44	
99900000-83050					Due To Capital Projects	10,910.58	
99900000-85010					Due To Equipment Rental & Rev	18,736.22	
99900000-85020					Due To Central Services	40,795.19	
99900000-85030					Due To Workmens Compensation	5,271.19	
99900000-85040					Due To Insurance Management	14,282.54	
99900000-85050					Due To Accumulated Leave	4,603.32	
					FUND TOTAL	1,685,831.42	1,685,831.42

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		1,060,596.31
1010	County Road		90,120.13
1040	Veterans Assistance Fund		1,968.52
1080	Human Services		24,626.07
1090	Treasurers Investment Pool		1,724.97
1110	Election Reserve		15,790.37
1120	Treasurers O & M		2,229.67
1150	Juvenile Center		147,363.29
1160	Inmate Benevolence Fund		15,047.88
1200	Crime Victim Comp		7,252.08
1240	Event Center		14,232.26
1270	Boating Safety & Patrol Fund		544.76
1350	Sustainable Development		5,024.89
1460	Clerks Collection Fund		1,413.65
1480	Public Safety Tax Fund		158,964.30
1490	Protective Inspection Srvs Fnd		16,263.03
1500	Pest Board		2,121.66
1550	Solid Waste Collection Fund		6,034.10
1600	Behavioral Health		19,914.44
3050	Capital Projects		10,910.58
5010	Equipment Rental & Revolving		18,736.22
5020	Central Services		40,795.19
5030	Workmens Compensation		5,271.19
5040	Insurance Management		14,282.54
5050	Accumulated Leave		4,603.32
9999	Treasurers Pooled Cash	1,685,831.42	
	TOTAL	1,685,831.42	1,685,831.42

** END OF REPORT - Generated by Jury Torres **

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: 09/08/2023

Warrants # 248990-249160
Total of all Funds: $1,131,274.04

EFT # 602-605
Transfers # 1117, 1129, 1139
Total of all Funds: $38,813.10

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
248990	09/08/2023	PRTD	105656	9 N WAVERLY PL LLC	09/06/2023		090823	850.00
				9 N WAVERLY PL LLC	09/06/2023		090823	850.00
						CHECK	248990 TOTAL:	1,700.00
248991	09/08/2023	PRTD	100869	911 SUPPLY INC	08/31/2023		090823	65.74
				911 SUPPLY INC	08/31/2023		090823	65.74
				911 SUPPLY INC	08/31/2023		090823	131.48
				911 SUPPLY INC	08/31/2023		090823	65.74
				911 SUPPLY INC	08/31/2023		090823	65.74
						CHECK	248991 TOTAL:	394.44
248992	09/08/2023	PRTD	100067	ADKINS, GARY	09/06/2023		090823	795.00
				ADKINS, GARY	09/06/2023		090823	995.00
						CHECK	248992 TOTAL:	1,790.00
248993	09/08/2023	PRTD	105493	AJJ PROPERTY SOLUTION LLC	09/06/2023		090823	640.00
				AJJ PROPERTY SOLUTION LLC	09/06/2023		090823	955.00
						CHECK	248993 TOTAL:	1,595.00
248994	09/08/2023	PRTD	101340	AMERICAN RADIATOR INC	08/24/2023		090823	591.33
						CHECK	248994 TOTAL:	591.33
248995	09/08/2023	PRTD	101346	AMERICANA APTS, INC.	09/06/2023		090823	675.80
						CHECK	248995 TOTAL:	675.80
248996	09/08/2023	PRTD	101365	APOLLO HEATING & AIR CONDITION	08/11/2023		090823	178.88
				APOLLO HEATING & AIR CONDITION	09/18/2023		090823	5,915.06
						CHECK	248996 TOTAL:	6,093.94

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248997	09/08/2023	PRTD	101364	APOLLO MECHANICAL CONTRACTORS	08/04/2023		090823	127,776.03
					CHECK		248997 TOTAL:	127,776.03
248998	09/08/2023	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	08/23/2023		090823	18,136.21
				ARAMARK CORRECTIONAL SVCS LLC	08/30/2023		090823	24,713.24
					CHECK		248998 TOTAL:	42,849.45
248999	09/08/2023	PRTD	101108	ARELLANO, CARLOS	09/06/2023		090823	950.00
				ARELLANO, CARLOS	09/06/2023		090823	950.00
					CHECK		248999 TOTAL:	1,900.00
249000	09/08/2023	PRTD	105618	ARG INDUSTRIAL	08/21/2023		090823	69.68
					CHECK		249000 TOTAL:	69.68
249001	09/08/2023	PRTD	101399	ASSOCIATION OF WA. CITIES	08/25/2023		090823	500.00
					CHECK		249001 TOTAL:	500.00
249002	09/08/2023	PRTD	101404	ATOMIC INK	07/11/2023		090823	643.72
					CHECK		249002 TOTAL:	643.72
249003	09/08/2023	PRTD	101499	B C AUDITOR-PROSSER	08/30/2023		090823	615.50
					CHECK		249003 TOTAL:	615.50
249004	09/08/2023	PRTD	101499	B C AUDITOR-PROSSER	08/31/2023		090823	815.00
					CHECK		249004 TOTAL:	815.00
249005	09/08/2023	PRTD	101550	B-F HEALTH DISTRICT CENTER	08/30/2023		090823	27,545.39
					CHECK		249005 TOTAL:	27,545.39

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249006	09/08/2023	PRTD	100621	BADGER METER INC	08/30/2023		090823	117.48
					CHECK		249006 TOTAL:	117.48
249007	09/08/2023	PRTD	101443	BANLIN CONSTRUCTION, LLC	08/14/2023		090823	65,098.71
					CHECK		249007 TOTAL:	65,098.71
249008	09/08/2023	PRTD	101535	BENTON PUD	09/01/2023		090823	2,047.43
				BENTON PUD	09/01/2023		090823	1,676.12
				BENTON PUD	09/01/2023		090823	3,928.47
				BENTON PUD	09/01/2023		090823	2,014.29
				BENTON PUD	09/01/2023		090823	620.46
				BENTON PUD	09/01/2023		090823	56,190.23
					CHECK		249008 TOTAL:	66,477.00
249009	09/08/2023	PRTD	101567	BENTON REA POWER NET	08/31/2023		090823	25.78
				BENTON REA POWER NET	08/31/2023		090823	23.53
					CHECK		249009 TOTAL:	49.31
249010	09/08/2023	PRTD	101566	BENTON RURAL ELECTRIC, ASSOCIATION	08/31/2023		090823	882.97
					CHECK		249010 TOTAL:	882.97
249011	09/08/2023	PRTD	104869	BETTY PACHECO	09/06/2023		090823	1,050.00
					CHECK		249011 TOTAL:	1,050.00
249012	09/08/2023	PRTD	100650	BIG MAPLE PROPERTIES LLC	09/06/2023		090823	955.00
					CHECK		249012 TOTAL:	955.00
249013	09/08/2023	PRTD	101663	BRUTZMANS INC	08/15/2023		090823	5,249.59

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249013 TOTAL:	5,249.59
249014	09/08/2023	PRTD	101665	BUCKINGHAM, STEPHEN ALLEN	09/06/2023		090823	725.00
						CHECK	249014 TOTAL:	725.00
249015	09/08/2023	PRTD	101682	BWR HOLDINGS LLLP	08/31/2023		090823	3,587.10
						CHECK	249015 TOTAL:	3,587.10
249016	09/08/2023	PRTD	101895	C I INFORMATION MANAGEMENT	08/31/2023		090823	59.47
						CHECK	249016 TOTAL:	59.47
249017	09/08/2023	PRTD	101707	CAMPBELL, LLC-LMHC, AMY P	08/05/2023		090823	2,400.00
				CAMPBELL, LLC-LMHC, AMY P	08/05/2023		090823	375.00
				CAMPBELL, LLC-LMHC, AMY P	09/04/2023		090823	2,400.00
						CHECK	249017 TOTAL:	5,175.00
249018	09/08/2023	PRTD	101726	CAREER PATH SERVICES, EMPLOYMENT AN	08/16/2023		090823	540.97
						CHECK	249018 TOTAL:	540.97
249019	09/08/2023	PRTD	101750	CASCADE NATURAL GAS CORP	08/11/2023		090823	326.11
				CASCADE NATURAL GAS CORP	08/29/2023		090823	13.83
						CHECK	249019 TOTAL:	339.94
249020	09/08/2023	PRTD	105603	CCG MORAIN ESTATES SPONSOR LLC	09/06/2023		090823	1,195.00
						CHECK	249020 TOTAL:	1,195.00
249021	09/08/2023	PRTD	101796	CHERVENELL CONSTRUCTION CO INC	08/11/2023		090823	28,762.84
						CHECK	249021 TOTAL:	28,762.84
249022	09/08/2023	PRTD	101818	CITY OF KENNEWICK	08/30/2023		090823	5,466.50
				CITY OF KENNEWICK	08/30/2023		090823	2,130.84

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CITY OF KENNEWICK	08/30/2023		090823	2,031.51
				CITY OF KENNEWICK	08/30/2023		090823	2,442.00
				CITY OF KENNEWICK	08/30/2023		090823	2,418.44
				CITY OF KENNEWICK	08/30/2023		090823	724.77
				CITY OF KENNEWICK	08/30/2023		090823	2,874.25
				CITY OF KENNEWICK	08/30/2023		090823	215.41
						CHECK	249022 TOTAL:	18,303.72
249023	09/08/2023	PRTD	101824	CITY OF RICHLAND LANDFILL	08/30/2023		090823	54.25
				CITY OF RICHLAND LANDFILL	08/29/2023		090823	59.85
				CITY OF RICHLAND LANDFILL	08/30/2023		090823	24.51
				CITY OF RICHLAND LANDFILL	08/30/2023		090823	19.38
				CITY OF RICHLAND LANDFILL	08/29/2023		090823	21.66
				CITY OF RICHLAND LANDFILL	08/29/2023		090823	21.66
				CITY OF RICHLAND LANDFILL	08/31/2023		090823	38.76
				CITY OF RICHLAND LANDFILL	08/31/2023		090823	19.38
				CITY OF RICHLAND LANDFILL	08/31/2023		090823	54.25
				CITY OF RICHLAND LANDFILL	09/01/2023		090823	54.25
				CITY OF RICHLAND LANDFILL	09/01/2023		090823	39.33
						CHECK	249023 TOTAL:	407.28
249024	09/08/2023	PRTD	101842	CLEARWATER SQUARE APTS	09/06/2023		090823	1,175.75
						CHECK	249024 TOTAL:	1,175.75
249025	09/08/2023	PRTD	101860	COLEMAN OIL COMPANY	08/31/2023		090823	98.60
				COLEMAN OIL COMPANY	08/31/2023		090823	41.48
				COLEMAN OIL COMPANY	08/31/2023		090823	184.98

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				COLEMAN OIL COMPANY	08/31/2023		090823	257.49
				COLEMAN OIL COMPANY	08/31/2023		090823	1,299.61
				COLEMAN OIL COMPANY	08/31/2023		090823	61.90
				COLEMAN OIL COMPANY	08/31/2023		090823	75.68
				COLEMAN OIL COMPANY	08/31/2023		090823	1,440.76
				COLEMAN OIL COMPANY	06/30/2023		090823	297.18
				COLEMAN OIL COMPANY	06/30/2023		090823	318.25
				COLEMAN OIL COMPANY	09/01/2023		090823	55.66
				COLEMAN OIL COMPANY	08/31/2023		090823	1,513.58
				COLEMAN OIL COMPANY	08/31/2023		090823	1,162.00
				COLEMAN OIL COMPANY	08/31/2023		090823	142.48
					CHECK		249025 TOTAL:	6,949.65
249026	09/08/2023	PRTD	101784	COMPREHENSIVE HEALTHCARE	08/29/2023		090823	38,536.79
					CHECK		249026 TOTAL:	38,536.79
249027	09/08/2023	PRTD	101913	COMPUNET, INC	08/17/2023		090823	2,937.31
					CHECK		249027 TOTAL:	2,937.31
249028	09/08/2023	PRTD	101918	CONNELL OIL INC	09/05/2023		090823	52.15
					CHECK		249028 TOTAL:	52.15
249029	09/08/2023	PRTD	101939	COPPER MOUNTAIN APARTMENTS LLC	08/24/2023		090823	1,200.00
				COPPER MOUNTAIN APARTMENTS LLC	08/24/2023		090823	1,200.00
				COPPER MOUNTAIN APARTMENTS LLC	08/24/2023		090823	1,200.00
				COPPER MOUNTAIN APARTMENTS LLC	09/06/2023		090823	1,060.00
					CHECK		249029 TOTAL:	4,660.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249030	09/08/2023	PRTD	101938	COPPER RIDGE APARTMENTS	09/06/2023		090823	884.00
					CHECK		249030 TOTAL:	884.00
249031	09/08/2023	PRTD	101950	CORWIN FORD - TRI-CITIES	07/18/2023		090823	-395.67
				CORWIN FORD - TRI-CITIES	08/01/2023		090823	54.00
				CORWIN FORD - TRI-CITIES	08/02/2023		090823	788.77
					CHECK		249031 TOTAL:	447.10
249032	09/08/2023	PRTD	105679	CRISTINA MOLDOVAN-MENDES DO AMARAL	08/30/2023		090823	150.00
					CHECK		249032 TOTAL:	150.00
249033	09/08/2023	PRTD	101995	CROWN PAPER & JANITORIAL, SUPPLY	08/16/2023		090823	216.31
					CHECK		249033 TOTAL:	216.31
249034	09/08/2023	PRTD	100175	CROWN VILLAGE KENNEWICK LLC	09/06/2023		090823	782.00
				CROWN VILLAGE KENNEWICK LLC	09/06/2023		090823	640.80
					CHECK		249034 TOTAL:	1,422.80
249035	09/08/2023	PRTD	102032	DATA MANAGEMENT SERVICES, GAYLYNN B	08/30/2023		090823	120.00
					CHECK		249035 TOTAL:	120.00
249036	09/08/2023	PRTD	102040	DAY WIRELESS SYSTEMS	08/28/2023		090823	115.34
				DAY WIRELESS SYSTEMS	08/23/2023		090823	46.20
				DAY WIRELESS SYSTEMS	08/23/2023		090823	323.38
					CHECK		249036 TOTAL:	484.92
249037	09/08/2023	PRTD	105061	DESERT VILLA APARTMENTS	08/23/2023		090823	560.00
					CHECK		249037 TOTAL:	560.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249038	09/08/2023	PRTD	102102	DIRECT AUTOMOTIVE DISTRIBUTING	08/07/2023		090823	147.92
				DIRECT AUTOMOTIVE DISTRIBUTING	08/14/2023		090823	685.68
				DIRECT AUTOMOTIVE DISTRIBUTING	08/14/2023		090823	11.41
				DIRECT AUTOMOTIVE DISTRIBUTING	08/16/2023		090823	220.66
				DIRECT AUTOMOTIVE DISTRIBUTING	08/25/2023		090823	127.65
						CHECK	249038 TOTAL:	1,193.32
249039	09/08/2023	PRTD	102115	DOLVEN, MICHELLE	08/29/2023		090823	1,687.50
						CHECK	249039 TOTAL:	1,687.50
249040	09/08/2023	PRTD	104850	ERGON ASPHALT & EMULSIONS INC	08/23/2023		090823	2,027.42
				ERGON ASPHALT & EMULSIONS INC	08/24/2023		090823	2,430.36
						CHECK	249040 TOTAL:	4,457.78
249041	09/08/2023	PRTD	101254	ESSENCE THERAPY PLLC	08/14/2023		090823	1,250.00
				ESSENCE THERAPY PLLC	08/14/2023		090823	1,625.00
						CHECK	249041 TOTAL:	2,875.00
249042	09/08/2023	PRTD	105820	EVENTS AT SUNSET	08/31/2023		090823	260.00
						CHECK	249042 TOTAL:	260.00
249043	09/08/2023	PRTD	105620	EVERHEALTH LLC	09/01/2023		090823	318,827.22
				EVERHEALTH LLC	09/06/2023		090823	34,326.91
				EVERHEALTH LLC	09/06/2023		090823	14,082.00
						CHECK	249043 TOTAL:	367,236.13
249044	09/08/2023	PRTD	102248	EVERSTAR REALTY INC	09/06/2023		090823	850.00
						CHECK	249044 TOTAL:	850.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249045	09/08/2023	PRTD	105497	EXHIBIT A INVESTIGATIONS	04/24/2023		090823	290.40
						CHECK	249045 TOTAL:	290.40
249046	09/08/2023	PRTD	100977	EXPRESS EMPLOYMENT, PROFESSIONALS	08/23/2023		090823	2,866.24
						CHECK	249046 TOTAL:	2,866.24
249047	09/08/2023	PRTD	102275	FASTSIGNS	08/10/2023		090823	40.28
						CHECK	249047 TOTAL:	40.28
249048	09/08/2023	PRTD	102299	FIKES NORTHWEST CORP	08/14/2023		090823	60.52
				FIKES NORTHWEST CORP	07/17/2023		090823	60.52
						CHECK	249048 TOTAL:	121.04
249049	09/08/2023	PRTD	100732	FIRST CREEKSIDE LLC	09/06/2023		090823	970.00
						CHECK	249049 TOTAL:	970.00
249050	09/08/2023	PRTD	102331	FITT 513 LLC	09/06/2023		090823	825.00
						CHECK	249050 TOTAL:	825.00
249051	09/08/2023	PRTD	100932	FNS COLLISION GROUP INC	08/10/2023		090823	1,186.69
						CHECK	249051 TOTAL:	1,186.69
249052	09/08/2023	PRTD	104924	GIESZLER KELLY PLLC	08/16/2023		090823	3,099.00
						CHECK	249052 TOTAL:	3,099.00
249053	09/08/2023	PRTD	102465	GORDON THOMAS HONEYWELL, GOVERNMENT	08/31/2023		090823	4,375.00
				GORDON THOMAS HONEYWELL, GOVERNMENT	08/31/2023		090823	7,000.00
						CHECK	249053 TOTAL:	11,375.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249054	09/08/2023	PRTD	102485	GREEN DRAGON INVESTMENTS, LLC	09/01/2023		090823	925.00
				GREEN DRAGON INVESTMENTS, LLC	09/01/2023		090823	925.00
				GREEN DRAGON INVESTMENTS, LLC	09/06/2023		090823	855.00
				GREEN DRAGON INVESTMENTS, LLC	09/06/2023		090823	1,050.00
				GREEN DRAGON INVESTMENTS, LLC	09/06/2023		090823	1,150.00
				GREEN DRAGON INVESTMENTS, LLC	09/06/2023		090823	1,150.00
				GREEN DRAGON INVESTMENTS, LLC	09/06/2023		090823	1,150.00
						CHECK	249054 TOTAL:	7,205.00
249055	09/08/2023	PRTD	105581	GREG COOK	09/06/2023		090823	650.00
						CHECK	249055 TOTAL:	650.00
249056	09/08/2023	PRTD	105599	H&L AUTO GLASS LLC	08/03/2023		090823	527.38
				H&L AUTO GLASS LLC	08/15/2023		090823	695.11
				H&L AUTO GLASS LLC	08/25/2023		090823	736.93
						CHECK	249056 TOTAL:	1,959.42
249057	09/08/2023	PRTD	100791	HEATHERSTONE PRESERVATION LP	09/06/2023		090823	636.00
				HEATHERSTONE PRESERVATION LP	09/06/2023		090823	24.00
				HEATHERSTONE PRESERVATION LP	09/06/2023		090823	150.00
				HEATHERSTONE PRESERVATION LP	09/06/2023		090823	665.00
						CHECK	249057 TOTAL:	1,475.00
249058	09/08/2023	PRTD	102576	HENRY, MICHAEL MS ABS	08/01/2023		090823	665.00
				HENRY, MICHAEL MS ABS	08/01/2023		090823	1,120.00
				HENRY, MICHAEL MS ABS	08/01/2023		090823	800.00
				HENRY, MICHAEL MS ABS	08/01/2023		090823	835.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249058 TOTAL:	3,420.00
249059	09/08/2023	PRTD	102601	HIGHLANDER APTS	09/05/2023		090823	883.00
				HIGHLANDER APTS	08/31/2023		090823	245.00
						CHECK	249059 TOTAL:	1,128.00
249060	09/08/2023	PRTD	102601	HIGHLANDER APTS	09/05/2023		090823	800.00
						CHECK	249060 TOTAL:	800.00
249061	09/08/2023	PRTD	105248	HILL INTERNATIONAL INC	08/15/2023		090823	7,183.02
						CHECK	249061 TOTAL:	7,183.02
249062	09/08/2023	PRTD	102638	HORN RAPIDS RV RESORT	09/06/2023		090823	550.00
						CHECK	249062 TOTAL:	550.00
249063	09/08/2023	PRTD	102646	HOUSING AUTHORITY OF THE CITY	08/29/2023		090823	389.00
				HOUSING AUTHORITY OF THE CITY	08/29/2023		090823	389.00
				HOUSING AUTHORITY OF THE CITY	08/29/2023		090823	389.00
				HOUSING AUTHORITY OF THE CITY	08/29/2023		090823	389.00
						CHECK	249063 TOTAL:	1,556.00
249064	09/08/2023	PRTD	102644	HOUSING AUTHORITY, CITY OF KENNEWIC	08/24/2023		090823	959.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	08/24/2023		090823	959.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	08/24/2023		090823	959.00
						CHECK	249064 TOTAL:	2,877.00
249065	09/08/2023	PRTD	101092	HR & CB INC	09/06/2023		090823	576.00
				HR & CB INC	08/30/2023		090823	850.00
				HR & CB INC	09/06/2023		090823	576.00
				HR & CB INC	09/06/2023		090823	850.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				HR & CB INC	09/06/2023		090823	708.00
							CHECK 249065 TOTAL:	3,560.00
249066	09/08/2023	PRTD	101092	HR & CB INC	08/30/2023		090823	850.00
							CHECK 249066 TOTAL:	850.00
249067	09/08/2023	PRTD	105239	INTERCOM LANGUAGE SERVICES CORP	08/31/2023		090823	170.00
							CHECK 249067 TOTAL:	170.00
249068	09/08/2023	PRTD	101032	JAMES A KIRK	09/06/2023		090823	955.00
							CHECK 249068 TOTAL:	955.00
249069	09/08/2023	PRTD	105449	JANET R CAREY	08/28/2023		090823	1,000.00
							CHECK 249069 TOTAL:	1,000.00
249070	09/08/2023	PRTD	105449	JANET R CAREY	08/25/2023		090823	1,000.00
							CHECK 249070 TOTAL:	1,000.00
249071	09/08/2023	PRTD	105786	JESSICA HORST	09/06/2023		090823	955.00
							CHECK 249071 TOTAL:	955.00
249072	09/08/2023	PRTD	102778	JIM'S PACIFIC GARAGES, INC	08/04/2023		090823	80.02
							CHECK 249072 TOTAL:	80.02
249073	09/08/2023	PRTD	104920	JOHNS APT LLC	09/06/2023		090823	900.00
							CHECK 249073 TOTAL:	900.00
249074	09/08/2023	PRTD	102802	JUSTICE AV SOLUTIONS INC	08/08/2023		090823	12,826.75
							CHECK 249074 TOTAL:	12,826.75

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249075	09/08/2023	PRTD	102822	KAMDEN PLACE	09/06/2023		090823	955.00
						CHECK	249075 TOTAL:	955.00
249076	09/08/2023	PRTD	102823	KAMIAKIN APTS	08/30/2023		090823	105.00
				KAMIAKIN APTS	08/30/2023		090823	1,089.00
				KAMIAKIN APTS	09/01/2023		090823	928.00
				KAMIAKIN APTS	09/01/2023		090823	1,089.00
				KAMIAKIN APTS	09/06/2023		090823	708.00
				KAMIAKIN APTS	09/06/2023		090823	1,089.00
				KAMIAKIN APTS	09/06/2023		090823	1,089.00
				KAMIAKIN APTS	09/06/2023		090823	654.00
				KAMIAKIN APTS	09/06/2023		090823	947.00
				KAMIAKIN APTS	09/06/2023		090823	1,089.00
				KAMIAKIN APTS	09/06/2023		090823	546.00
						CHECK	249076 TOTAL:	9,333.00
249077	09/08/2023	PRTD	102823	KAMIAKIN APTS	08/30/2023		090823	1,089.00
						CHECK	249077 TOTAL:	1,089.00
249078	09/08/2023	PRTD	102832	KENMORE TEAM PROPERTY, MANAGEMENT L	08/30/2023		090823	955.00
				KENMORE TEAM PROPERTY, MANAGEMENT L	08/30/2023		090823	955.00
				KENMORE TEAM PROPERTY, MANAGEMENT L	08/30/2023		090823	955.00
						CHECK	249078 TOTAL:	2,865.00
249079	09/08/2023	PRTD	102840	KENNEWICK SCHOOL DIST #17	08/30/2023		090823	20.00
						CHECK	249079 TOTAL:	20.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249080	09/08/2023	PRTD	105168	KENT MANOR	09/06/2023		090823	955.00
					CHECK		249080 TOTAL:	955.00
249081	09/08/2023	PRTD	100603	KIM, YOUNG	09/06/2023		090823	326.00
					CHECK		249081 TOTAL:	326.00
249082	09/08/2023	PRTD	100447	LAKESIDE KENNEWICK LLC	09/06/2023		090823	1,174.50
					CHECK		249082 TOTAL:	1,174.50
249083	09/08/2023	PRTD	102925	LANGUAGE LINE SERVICES	08/31/2023		090823	77.42
				LANGUAGE LINE SERVICES	08/31/2023		090823	30.00
					CHECK		249083 TOTAL:	107.42
249084	09/08/2023	PRTD	102940	LAW OFFICE OF SUSAN ELIZABETH , DRU	08/28/2023		090823	3,000.00
					CHECK		249084 TOTAL:	3,000.00
249085	09/08/2023	PRTD	102989	LIFEPOINT CORPORATE SERVICES , GEN	09/06/2023		090823	171.00
				LIFEPOINT CORPORATE SERVICES , GEN	09/06/2023		090823	171.00
					CHECK		249085 TOTAL:	342.00
249086	09/08/2023	PRTD	103004	LITHIA CHRYSLER JEEP, DODGE OF TRI-	10/04/2022		090823	206.48
				LITHIA CHRYSLER JEEP, DODGE OF TRI-	09/19/2022		090823	206.48
					CHECK		249086 TOTAL:	412.96
249087	09/08/2023	PRTD	103025	LOWE'S HOME CENTERS INC	08/25/2023		090823	971.56
				LOWE'S HOME CENTERS INC	08/25/2023		090823	2,156.71
					CHECK		249087 TOTAL:	3,128.27
249088	09/08/2023	PRTD	103030	LUTHERAN COMMUNITY SERVICES	08/18/2023		090823	6,104.25

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249088 TOTAL:	6,104.25
249089	09/08/2023	PRTD	103067	M & M BOLT CO, LLC	08/18/2023		090823	3.49
						CHECK	249089 TOTAL:	3.49
249090	09/08/2023	PRTD	105300	MARCUS A JOHNSON	09/06/2023		090823	700.00
						CHECK	249090 TOTAL:	700.00
249091	09/08/2023	PRTD	105824	MARIA A RIOS MARROQUIN	08/31/2023		090823	800.00
				MARIA A RIOS MARROQUIN	08/31/2023		090823	1,300.00
				MARIA A RIOS MARROQUIN	08/31/2023		090823	951.00
				MARIA A RIOS MARROQUIN	08/31/2023		090823	951.00
						CHECK	249091 TOTAL:	4,002.00
249092	09/08/2023	PRTD	103108	MASON, JOHN	09/06/2023		090823	813.00
						CHECK	249092 TOTAL:	813.00
249093	09/08/2023	PRTD	103112	MATTHEW BENDER & CO INC., LEXISNEXI	09/01/2023		090823	163.05
						CHECK	249093 TOTAL:	163.05
249094	09/08/2023	PRTD	103044	MC CURLEY INTEGRITY DEALERSHIP, LLC	08/07/2023		090823	79.17
				MC CURLEY INTEGRITY DEALERSHIP, LLC	08/07/2023		090823	158.34
				MC CURLEY INTEGRITY DEALERSHIP, LLC	08/09/2023		090823	130.29
						CHECK	249094 TOTAL:	367.80
249095	09/08/2023	PRTD	103131	MEIER ARCHITECTURE ENGINEERING	08/11/2023		090823	433.50
				MEIER ARCHITECTURE ENGINEERING	05/11/2023		090823	698.28
						CHECK	249095 TOTAL:	1,131.78

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249096	09/08/2023	PRTD	103145	MERIDIAN GROUP LLC	08/25/2023		090823	1,295.00
				MERIDIAN GROUP LLC	08/25/2023		090823	1,295.00
				MERIDIAN GROUP LLC	08/25/2023		090823	1,295.00
				MERIDIAN GROUP LLC	09/01/2023		090823	1,295.00
						CHECK	249096 TOTAL:	5,180.00
249097	09/08/2023	PRTD	105148	MICHAEL KOLEBER	09/06/2023		090823	800.00
						CHECK	249097 TOTAL:	800.00
249098	09/08/2023	PRTD	103161	MIGHTY JOHNS PORTABLE TOILET , & S	08/28/2023		090823	195.00
				MIGHTY JOHNS PORTABLE TOILET , & S	08/28/2023		090823	95.00
				MIGHTY JOHNS PORTABLE TOILET , & S	08/28/2023		090823	388.00
				MIGHTY JOHNS PORTABLE TOILET , & S	08/28/2023		090823	95.00
				MIGHTY JOHNS PORTABLE TOILET , & S	08/28/2023		090823	62.50
						CHECK	249098 TOTAL:	835.50
249099	09/08/2023	PRTD	103069	MMEC ARCHITECTURE & INTERIORS , LLC	09/01/2023		090823	19,182.75
				MMEC ARCHITECTURE & INTERIORS , LLC	07/01/2023		090823	43,205.50
						CHECK	249099 TOTAL:	62,388.25
249100	09/08/2023	PRTD	105453	MODERN MACHINERY CO INC	08/02/2023		090823	100.36
						CHECK	249100 TOTAL:	100.36
249101	09/08/2023	PRTD	104963	MR ROOTER PLUMBING	03/13/2023		090823	414.02
						CHECK	249101 TOTAL:	414.02
249102	09/08/2023	PRTD	103248	NAPA-PROSSER	08/17/2023		090823	21.33
						CHECK	249102 TOTAL:	21.33

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249103	09/08/2023	PRTD	103309	NOMAN, DIANA	08/29/2023		090823	180.00
						CHECK	249103 TOTAL:	180.00
249104	09/08/2023	PRTD	103378	OLMOS, ARACELI	08/29/2023		090823	850.00
						CHECK	249104 TOTAL:	850.00
249105	09/08/2023	PRTD	103384	ON SCENE MEDICAL SERVICES, PC	09/01/2023		090823	1,404.00
						CHECK	249105 TOTAL:	1,404.00
249106	09/08/2023	PRTD	999999	Daniel Escobar	08/29/2023		090823	328.33
						CHECK	249106 TOTAL:	328.33
249107	09/08/2023	PRTD	999999	Deland Ray Olney	08/29/2023		090823	101.57
						CHECK	249107 TOTAL:	101.57
249108	09/08/2023	PRTD	103381	ONE WORLD TELECOMMUNICATIONS , INC	08/14/2023		090823	5,986.12
						CHECK	249108 TOTAL:	5,986.12
249109	09/08/2023	PRTD	103383	ONTIME TELECOM, INC	09/01/2023		090823	42.25
						CHECK	249109 TOTAL:	42.25
249110	09/08/2023	PRTD	103427	OXARC INC	08/30/2023		090823	164.90
						CHECK	249110 TOTAL:	164.90
249111	09/08/2023	PRTD	103448	OXFORD HOUSE CLEARVIEW	09/06/2023		090823	500.00
						CHECK	249111 TOTAL:	500.00
249112	09/08/2023	PRTD	103469	PACIFIC OFFICE AUTOMATION, INC	08/22/2023		090823	595.81
				PACIFIC OFFICE AUTOMATION, INC	08/11/2023		090823	110.20
				PACIFIC OFFICE AUTOMATION, INC	07/19/2023		090823	186.99

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249112 TOTAL:	893.00
249113	09/08/2023	PRTD	103469	PACIFIC OFFICE AUTOMATION, INC	08/22/2023		090823	440.90
						CHECK	249113 TOTAL:	440.90
249114	09/08/2023	PRTD	103472	PACWEST MACHINERY LLC	08/03/2023		090823	944.29
						CHECK	249114 TOTAL:	944.29
249115	09/08/2023	PRTD	103483	PAPE' MACHINERY, INC	08/18/2023		090823	83.98
						CHECK	249115 TOTAL:	83.98
249116	09/08/2023	PRTD	105724	PASCO HAVEN LLC	09/06/2023		090823	209.00
				PASCO HAVEN LLC	09/06/2023		090823	459.00
				PASCO HAVEN LLC	09/06/2023		090823	491.00
				PASCO HAVEN LLC	09/06/2023		090823	491.00
				PASCO HAVEN LLC	09/06/2023		090823	765.00
				PASCO HAVEN LLC	09/06/2023		090823	459.00
				PASCO HAVEN LLC	09/06/2023		090823	431.00
				PASCO HAVEN LLC	09/06/2023		090823	459.00
				PASCO HAVEN LLC	09/06/2023		090823	459.00
				PASCO HAVEN LLC	09/06/2023		090823	459.00
				PASCO HAVEN LLC	09/06/2023		090823	424.00
				PASCO HAVEN LLC	09/06/2023		090823	491.00
				PASCO HAVEN LLC	09/06/2023		090823	491.00
				PASCO HAVEN LLC	09/06/2023		090823	491.00
				PASCO HAVEN LLC	09/06/2023		090823	459.00
						CHECK	249116 TOTAL:	7,038.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249117	09/08/2023	PRTD	103500	PASCO TIRE FACTORY, INC	08/17/2023		090823	782.53
				PASCO TIRE FACTORY, INC	08/02/2023		090823	11.88
				PASCO TIRE FACTORY, INC	08/04/2023		090823	43.22
							CHECK 249117 TOTAL:	837.63
249118	09/08/2023	PRTD	103514	PC MEADOW SPRINGS, LLC	09/06/2023		090823	1,092.00
							CHECK 249118 TOTAL:	1,092.00
249119	09/08/2023	PRTD	105140	PROFESSIONAL LANGUAGE SERVICES	08/18/2023		090823	138.00
							CHECK 249119 TOTAL:	138.00
249120	09/08/2023	PRTD	105841	PROGRESSIVE ASSETS LLC	08/18/2023		090823	4,800.00
							CHECK 249120 TOTAL:	4,800.00
249121	09/08/2023	PRTD	100835	PRONTO PROCESS SERVICE	08/28/2023		090823	50.00
				PRONTO PROCESS SERVICE	08/28/2023		090823	60.00
							CHECK 249121 TOTAL:	110.00
249122	09/08/2023	PRTD	100835	PRONTO PROCESS SERVICE	08/28/2023		090823	50.00
							CHECK 249122 TOTAL:	50.00
249123	09/08/2023	PRTD	103684	RAINWATER, INC	09/01/2023		090823	8.64
				RAINWATER, INC	09/01/2023		090823	15.07
							CHECK 249123 TOTAL:	23.71
249124	09/08/2023	PRTD	105814	RAMONA HARRIET TAYLOR	09/06/2023		090823	900.00
							CHECK 249124 TOTAL:	900.00
249125	09/08/2023	PRTD	105848	RANDY B MILKS	08/31/2023		090823	200.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249125 TOTAL:	200.00
249126	09/08/2023	PRTD	103671	RDO TRUST #80-6130	08/15/2023		090823	31.15
				RDO TRUST #80-6130	08/16/2023		090823	552.28
						CHECK	249126 TOTAL:	583.43
249127	09/08/2023	PRTD	103755	RICOH USA, INC	08/04/2023		090823	155.91
				RICOH USA, INC	08/11/2023		090823	124.56
				RICOH USA, INC	08/11/2023		090823	335.42
						CHECK	249127 TOTAL:	615.89
249128	09/08/2023	PRTD	105009	RODOLFO LUCATERO	09/06/2023		090823	500.00
						CHECK	249128 TOTAL:	500.00
249129	09/08/2023	PRTD	103820	S. S. EQ., INC	08/03/2023		090823	45.36
				S. S. EQ., INC	08/11/2023		090823	80.22
						CHECK	249129 TOTAL:	125.58
249130	09/08/2023	PRTD	103865	SCHINDLER ELEVATOR CORP.	09/01/2023		090823	3,826.24
						CHECK	249130 TOTAL:	3,826.24
249131	09/08/2023	PRTD	103878	SEASON'S ON 4TH AVENUE LLC	08/29/2023		090823	955.00
				SEASON'S ON 4TH AVENUE LLC	08/29/2023		090823	955.00
				SEASON'S ON 4TH AVENUE LLC	08/29/2023		090823	955.00
				SEASON'S ON 4TH AVENUE LLC	09/01/2023		090823	955.00
				SEASON'S ON 4TH AVENUE LLC	09/01/2023		090823	955.00
						CHECK	249131 TOTAL:	4,775.00
249132	09/08/2023	PRTD	102527	SHELLY HANSEN RID CERTIFIED, SIGN L	09/05/2023		090823	75.00
				SHELLY HANSEN RID CERTIFIED, SIGN L	09/05/2023		090823	75.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249132 TOTAL:	150.00
249133	09/08/2023	PRTD	103926	SILVER CREEK APARTMENTS	09/06/2023		090823	955.00
						CHECK	249133 TOTAL:	955.00
249134	09/08/2023	PRTD	103935	SIX STATES DISTRIBUTORS INC	08/07/2023		090823	289.28
						CHECK	249134 TOTAL:	289.28
249135	09/08/2023	PRTD	104027	STAPLES	08/26/2023		090823	220.75
						CHECK	249135 TOTAL:	220.75
249136	09/08/2023	PRTD	103909	STARLITE MOTEL	08/30/2023		090823	950.00
				STARLITE MOTEL	08/30/2023		090823	950.00
				STARLITE MOTEL	08/16/2023		090823	950.00
				STARLITE MOTEL	09/07/2023		090823	950.00
						CHECK	249136 TOTAL:	3,800.00
249137	09/08/2023	PRTD	104051	STEPHENSON COMPUTER CONSULTING, INC	08/21/2023		090823	640.00
						CHECK	249137 TOTAL:	640.00
249138	09/08/2023	PRTD	101045	SUNDANCE IMPROVEMENT, ASSOCIATION	06/19/2023		090823	7,967.75
						CHECK	249138 TOTAL:	7,967.75
249139	09/08/2023	PRTD	104093	SUPPORT, ADVOCACY AND	07/31/2023		090823	387.90
						CHECK	249139 TOTAL:	387.90
249140	09/08/2023	PRTD	104116	TAHITIAN MOTOR INN	09/06/2023		090823	1,465.00
				TAHITIAN MOTOR INN	09/06/2023		090823	1,000.48
				TAHITIAN MOTOR INN	09/06/2023		090823	1,000.48

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249140 TOTAL:	3,465.96
249141	09/08/2023	PRTD	104136	TECHNOLOGY UNLIMITED, INC	08/17/2023		090823	3,907.77
				TECHNOLOGY UNLIMITED, INC	08/17/2023		090823	635.90
						CHECK	249141 TOTAL:	4,543.67
249142	09/08/2023	PRTD	105432	THE ACES INC	05/10/2023		090823	4,950.00
						CHECK	249142 TOTAL:	4,950.00
249143	09/08/2023	PRTD	104150	THE PERSONAL TOUCH CLEANING, INC	08/31/2023		090823	4,225.58
						CHECK	249143 TOTAL:	4,225.58
249144	09/08/2023	PRTD	101142	TOM DENCHEL FORD COUNTRY, OF PROSSE	07/28/2023		090823	8,607.42
						CHECK	249144 TOTAL:	8,607.42
249145	09/08/2023	PRTD	104181	TORRES, GABRIELA	09/06/2023		090823	600.00
						CHECK	249145 TOTAL:	600.00
249146	09/08/2023	PRTD	104196	TRANSUNION RISK AND ALTERNATIV, DAT	09/01/2023		090823	81.53
						CHECK	249146 TOTAL:	81.53
249147	09/08/2023	PRTD	104213	TRI-CITIES CHAPLAINCY	08/14/2023		090823	1,122.68
						CHECK	249147 TOTAL:	1,122.68
249148	09/08/2023	PRTD	104208	TRI-CITIES MONITORING, INC	08/18/2023		090823	7,468.71
						CHECK	249148 TOTAL:	7,468.71
249149	09/08/2023	PRTD	104257	TYLER TECHNOLOGIES, INC	07/31/2023		090823	4,440.00
				TYLER TECHNOLOGIES, INC	09/01/2023		090823	2,834.16
						CHECK	249149 TOTAL:	7,274.16

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249150	09/08/2023	PRTD	104324	VALLEY PUBLISHING CO	08/23/2023		090823	127.97
						CHECK	249150 TOTAL:	127.97
249151	09/08/2023	PRTD	100933	VALLEY REALTY	09/06/2023		090823	650.00
						CHECK	249151 TOTAL:	650.00
249152	09/08/2023	PRTD	101271	VICS AUTO AND SUPPLY, NAPA	08/02/2023		090823	11.94
				VICS AUTO AND SUPPLY, NAPA	08/21/2023		090823	14.06
				VICS AUTO AND SUPPLY, NAPA	08/15/2023		090823	9.85
				VICS AUTO AND SUPPLY, NAPA	08/14/2023		090823	-11.87
				VICS AUTO AND SUPPLY, NAPA	08/25/2023		090823	28.32
						CHECK	249152 TOTAL:	52.30
249153	09/08/2023	PRTD	105846	VOLMER'S MH/RV PARK	08/31/2023		090823	600.00
						CHECK	249153 TOTAL:	600.00
249154	09/08/2023	PRTD	104368	WAJCA	08/17/2023		090823	289.21
						CHECK	249154 TOTAL:	289.21
249155	09/08/2023	PRTD	104391	WALKER HEYE MEEHAN & EISINGER , PLL	08/30/2023		090823	1,592.00
						CHECK	249155 TOTAL:	1,592.00
249156	09/08/2023	PRTD	100206	WANTZ, RHONDA	09/06/2023		090823	900.00
				WANTZ, RHONDA	09/06/2023		090823	500.00
				WANTZ, RHONDA	09/06/2023		090823	900.00
						CHECK	249156 TOTAL:	2,300.00
249157	09/08/2023	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	09/01/2023		090823	34.25

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249157 TOTAL:	34.25
249158	09/08/2023	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	09/01/2023		090823	22.00
						CHECK	249158 TOTAL:	22.00
249159	09/08/2023	PRTD	101187	WILDFLOWER KENNEWICK 127, LLC	09/06/2023		090823	955.00
						CHECK	249159 TOTAL:	955.00
249160	09/08/2023	PRTD	105747	WINSUPPLY GREENVILLE NC CO	08/29/2023		090823	71.09
						CHECK	249160 TOTAL:	71.09

NUMBER OF CHECKS 171 *** CASH ACCOUNT TOTAL *** 1,131,274.04

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	171	1,131,274.04

*** GRAND TOTAL *** 1,131,274.04

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 9 1062									
APP HS850000-21340					Vouchers Payable			96,517.78	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				1,131,274.04
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			529,767.59	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP HH850000-21340					Vouchers Payable			11,979.47	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			18,429.17	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			44,766.02	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			291,642.35	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			37,301.12	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			10,242.05	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			3,587.10	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP FS850000-21340					Vouchers Payable			3,250.00	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			714.85	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			75.68	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP BH850000-21340					Vouchers Payable			38,536.79	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			29,587.99	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP CF500000-21340					Vouchers Payable			1,687.50	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			4,457.78	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			163.05	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			7,967.75	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			600.00	
09/08/2023	090823	090823			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,131,274.04	1,131,274.04
APP 99900000-81080					Due To Human Services			96,517.78	
09/08/2023	090823	090823							
APP HS810000-11110					Cash Equity				96,517.78

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
09/08/2023	090823	090823							
APP 99900000-80010					Due To General Fund			529,767.59	
09/08/2023	090823	090823							
APP GF001000-11110					Cash Equity				529,767.59
09/08/2023	090823	090823							
APP 99900000-81540					Due To Homeless Hsng & Assistn			11,979.47	
09/08/2023	090823	090823							
APP HH810000-11110					Cash Equity				11,979.47
09/08/2023	090823	090823							
APP 99900000-85010					Due To Equipment Rental & Rev			18,429.17	
09/08/2023	090823	090823							
APP ER810000-11110					Cash Equity				18,429.17
09/08/2023	090823	090823							
APP 99900000-81150					Due To Juvenile Center			44,766.02	
09/08/2023	090823	090823							
APP JC810000-11110					Cash Equity				44,766.02
09/08/2023	090823	090823							
APP 99900000-83050					Due To Capital Projects			291,642.35	
09/08/2023	090823	090823							
APP CP810000-11110					Cash Equity				291,642.35
09/08/2023	090823	090823							
APP 99900000-81480					Due To Public Safety Tax Fund			37,301.12	
09/08/2023	090823	090823							
APP PS810000-11110					Cash Equity				37,301.12
09/08/2023	090823	090823							
APP 99900000-81240					Due To Fairgrounds Oper Budget			10,242.05	
09/08/2023	090823	090823							
APP FG810000-11110					Cash Equity				10,242.05
09/08/2023	090823	090823							
APP 99900000-81110					Due To Election Reserve			3,587.10	
09/08/2023	090823	090823							
APP EL100000-11110					Cash Equity				3,587.10
09/08/2023	090823	090823							
APP 99900000-81380					Due To Family Services			3,250.00	
09/08/2023	090823	090823							
APP FS810000-11110					Cash Equity				3,250.00
09/08/2023	090823	090823							
APP 99900000-81600					Due To Behavioral Health			714.85	
09/08/2023	090823	090823							
APP BHF81000-11110					Cash Equity				714.85
09/08/2023	090823	090823							
APP 99900000-85040					Due To Insurance Management			75.68	
09/08/2023	090823	090823							
APP IM810000-11110					Cash Equity				75.68
09/08/2023	090823	090823							
APP 99900000-81070					Due To Benton County Human Srv			38,536.79	
09/08/2023	090823	090823							
APP BH810000-11110					Cash Equity				38,536.79
09/08/2023	090823	090823							

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 99900000-85020					Due To Central Services			29,587.99	
09/08/2023 090823		090823							
APP IT810000-11110					Cash Equity				29,587.99
09/08/2023 090823		090823							
APP 99900000-81360					Due To Courthouse Facilitator			1,687.50	
09/08/2023 090823		090823							
APP CF100000-11110					Cash Equity				1,687.50
09/08/2023 090823		090823							
APP 99900000-81010					Due To County Road			4,457.78	
09/08/2023 090823		090823							
APP RD810000-11110					Cash Equity				4,457.78
09/08/2023 090823		090823							
APP 99900000-81160					Due To Inmate Benevolence Fund			163.05	
09/08/2023 090823		090823							
APP IB810000-11110					Cash Equity				163.05
09/08/2023 090823		090823							
APP 99900000-81350					Due To Sustainable Development			7,967.75	
09/08/2023 090823		090823							
APP SD810000-11110					Cash Equity				7,967.75
09/08/2023 090823		090823							
APP 99900000-81040					Due To Veterans Assistance Fnd			600.00	
09/08/2023 090823		090823							
APP VA810000-11110					Cash Equity				600.00
09/08/2023 090823		090823							
					SYSTEM GENERATED ENTRIES TOTAL			1,131,274.04	1,131,274.04
					JOURNAL 2023/09/1062 TOTAL			2,262,548.08	2,262,548.08

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	1062	09/08/2023			
GF001000-11110				Cash Equity			529,767.59
GF005000-21340				Vouchers Payable		529,767.59	
					FUND TOTAL	529,767.59	529,767.59
1010 County Road	2023	9	1062	09/08/2023			
RD810000-11110				Cash Equity			4,457.78
RD850000-21340				Vouchers Payable		4,457.78	
					FUND TOTAL	4,457.78	4,457.78
1040 Veterans Assistance Fund	2023	9	1062	09/08/2023			
VA810000-11110				Cash Equity			600.00
VA850000-21340				Vouchers Payable		600.00	
					FUND TOTAL	600.00	600.00
1070 Benton County Human Services	2023	9	1062	09/08/2023			
BH810000-11110				Cash Equity			38,536.79
BH850000-21340				Vouchers Payable		38,536.79	
					FUND TOTAL	38,536.79	38,536.79
1080 Human Services	2023	9	1062	09/08/2023			
HS810000-11110				Cash Equity			96,517.78
HS850000-21340				Vouchers Payable		96,517.78	
					FUND TOTAL	96,517.78	96,517.78
1110 Election Reserve	2023	9	1062	09/08/2023			
EL100000-11110				Cash Equity			3,587.10
EL500000-21340				Vouchers Payable		3,587.10	
					FUND TOTAL	3,587.10	3,587.10
1150 Juvenile Center	2023	9	1062	09/08/2023			
JC810000-11110				Cash Equity			44,766.02
JC850000-21340				Vouchers Payable		44,766.02	
					FUND TOTAL	44,766.02	44,766.02
1160 Inmate Benevolence Fund	2023	9	1062	09/08/2023			
IB810000-11110				Cash Equity			163.05
IB850000-21340				Vouchers Payable		163.05	
					FUND TOTAL	163.05	163.05
1240 Event Center	2023	9	1062	09/08/2023			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
FG810000-11110				Cash Equity			10,242.05
FG850000-21340				Vouchers Payable		10,242.05	
					FUND TOTAL	10,242.05	10,242.05
1350 Sustainable Development	2023	9	1062	09/08/2023			
SD810000-11110				Cash Equity			7,967.75
SD850000-21340				Vouchers Payable		7,967.75	
					FUND TOTAL	7,967.75	7,967.75
1360 Courthouse Facilitator	2023	9	1062	09/08/2023			
CF100000-11110				Cash Equity			1,687.50
CF500000-21340				Vouchers Payable		1,687.50	
					FUND TOTAL	1,687.50	1,687.50
1380 Family Services	2023	9	1062	09/08/2023			
FS810000-11110				Cash Equity			3,250.00
FS850000-21340				Vouchers Payable		3,250.00	
					FUND TOTAL	3,250.00	3,250.00
1480 Public Safety Tax Fund	2023	9	1062	09/08/2023			
PS810000-11110				Cash Equity			37,301.12
PS850000-21340				Vouchers Payable		37,301.12	
					FUND TOTAL	37,301.12	37,301.12
1540 Homeless Housing And Assistnce	2023	9	1062	09/08/2023			
HH810000-11110				Cash Equity			11,979.47
HH850000-21340				Vouchers Payable		11,979.47	
					FUND TOTAL	11,979.47	11,979.47
1600 Behavioral Health	2023	9	1062	09/08/2023			
BHF81000-11110				Cash Equity			714.85
BHF85000-21340				Vouchers Payable		714.85	
					FUND TOTAL	714.85	714.85
3050 Capital Projects	2023	9	1062	09/08/2023			
CP810000-11110				Cash Equity			291,642.35
CP850000-21340				Vouchers Payable		291,642.35	
					FUND TOTAL	291,642.35	291,642.35
5010 Equipment Rental & Revolving	2023	9	1062	09/08/2023			
ER810000-11110				Cash Equity			18,429.17

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ER850000-21340					Vouchers Payable	18,429.17	
					FUND TOTAL	18,429.17	18,429.17
5020 Central Services	2023	9	1062	09/08/2023			
IT810000-11110					Cash Equity		29,587.99
IT850000-21340					Vouchers Payable	29,587.99	
					FUND TOTAL	29,587.99	29,587.99
5040 Insurance Management	2023	9	1062	09/08/2023			
IM810000-11110					Cash Equity		75.68
IM850000-21340					Vouchers Payable	75.68	
					FUND TOTAL	75.68	75.68
9999 Treasurers Pooled Cash	2023	9	1062	09/08/2023			
99900000-11120					AP Check Claims Clearing		1,131,274.04
99900000-80010					Due To General Fund	529,767.59	
99900000-81010					Due To County Road	4,457.78	
99900000-81040					Due To Veterans Assistance Fnd	600.00	
99900000-81070					Due To Benton County Human Srv	38,536.79	
99900000-81080					Due To Human Services	96,517.78	
99900000-81110					Due To Election Reserve	3,587.10	
99900000-81150					Due To Juvenile Center	44,766.02	
99900000-81160					Due To Inmate Benevolence Fund	163.05	
99900000-81240					Due To Fairgrounds Oper Budget	10,242.05	
99900000-81350					Due To Sustainable Development	7,967.75	
99900000-81360					Due To Courthouse Facilitator	1,687.50	
99900000-81380					Due To Family Services	3,250.00	
99900000-81480					Due To Public Safety Tax Fund	37,301.12	
99900000-81540					Due To Homeless Hsng & Assistn	11,979.47	
99900000-81600					Due To Behavioral Health	714.85	
99900000-83050					Due To Capital Projects	291,642.35	
99900000-85010					Due To Equipment Rental & Rev	18,429.17	
99900000-85020					Due To Central Services	29,587.99	
99900000-85040					Due To Insurance Management	75.68	
					FUND TOTAL	1,131,274.04	1,131,274.04

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		529,767.59
1010	County Road		4,457.78
1040	Veterans Assistance Fund		600.00
1070	Benton County Human Services		38,536.79
1080	Human Services		96,517.78
1110	Election Reserve		3,587.10
1150	Juvenile Center		44,766.02
1160	Inmate Benevolence Fund		163.05
1240	Event Center		10,242.05
1350	Sustainable Development		7,967.75
1360	Courthouse Facilitator		1,687.50
1380	Family Services		3,250.00
1480	Public Safety Tax Fund		37,301.12
1540	Homeless Housing And Assistnce		11,979.47
1600	Behavioral Health		714.85
3050	Capital Projects		291,642.35
5010	Equipment Rental & Revolving		18,429.17
5020	Central Services		29,587.99
5040	Insurance Management		75.68
9999	Treasurers Pooled Cash	1,131,274.04	
	TOTAL	1,131,274.04	1,131,274.04

** 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
602	09/08/2023	EFT	105573	HILDE LAW OFFICE	08/07/2023		090823E	24,282.20
						CHECK	602 TOTAL:	24,282.20
603	09/08/2023	EFT	102812	K & H INTEGRATED PRINT, SOLUTIONS	09/01/2023		090823E	2,160.00
						CHECK	603 TOTAL:	2,160.00
604	09/08/2023	EFT	105456	LANDON LAW PLLC	08/11/2023		090823E	200.00
				LANDON LAW PLLC	09/01/2023		090823E	400.00
						CHECK	604 TOTAL:	600.00
605	09/08/2023	EFT	103600	PREMIER INVESTIGATIONS LLC	08/18/2023		090823E	450.26
				PREMIER INVESTIGATIONS LLC	08/18/2023		090823E	393.95
				PREMIER INVESTIGATIONS LLC	02/08/2023		090823E	165.00
				PREMIER INVESTIGATIONS LLC	05/08/2023		090823E	2,234.95
						CHECK	605 TOTAL:	3,244.16

NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL *** 30,286.36

	COUNT	AMOUNT
TOTAL EFT'S	4	30,286.36

*** GRAND TOTAL *** 30,286.36

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 9 1067									
APP PS850000-21340					Vouchers Payable			26,517.15	
09/08/2023 090823E		090823			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				30,286.36
09/08/2023 090823E		090823			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			2,160.00	
09/08/2023 090823E		090823			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			600.00	
09/08/2023 090823E		090823			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			1,009.21	
09/08/2023 090823E		090823			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			30,286.36	30,286.36
APP 99900000-81480					Due To Public Safety Tax Fund			26,517.15	
09/08/2023 090823E		090823							
APP PS810000-11110					Cash Equity				26,517.15
09/08/2023 090823E		090823							
APP 99900000-81110					Due To Election Reserve			2,160.00	
09/08/2023 090823E		090823							
APP EL100000-11110					Cash Equity				2,160.00
09/08/2023 090823E		090823							
APP 99900000-81150					Due To Juvenile Center			600.00	
09/08/2023 090823E		090823							
APP JC810000-11110					Cash Equity				600.00
09/08/2023 090823E		090823							
APP 99900000-80010					Due To General Fund			1,009.21	
09/08/2023 090823E		090823							
APP GF001000-11110					Cash Equity				1,009.21
09/08/2023 090823E		090823							
					SYSTEM GENERATED ENTRIES TOTAL			30,286.36	30,286.36
					JOURNAL 2023/09/1067 TOTAL			60,572.72	60,572.72

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	1067	09/08/2023			
GF001000-11110				Cash Equity			1,009.21
GF005000-21340				Vouchers Payable		1,009.21	
					FUND TOTAL	1,009.21	1,009.21
1110 Election Reserve	2023	9	1067	09/08/2023			
EL100000-11110				Cash Equity			2,160.00
EL500000-21340				Vouchers Payable		2,160.00	
					FUND TOTAL	2,160.00	2,160.00
1150 Juvenile Center	2023	9	1067	09/08/2023			
JC810000-11110				Cash Equity			600.00
JC850000-21340				Vouchers Payable		600.00	
					FUND TOTAL	600.00	600.00
1480 Public Safety Tax Fund	2023	9	1067	09/08/2023			
PS810000-11110				Cash Equity			26,517.15
PS850000-21340				Vouchers Payable		26,517.15	
					FUND TOTAL	26,517.15	26,517.15
9999 Treasurers Pooled Cash	2023	9	1067	09/08/2023			
99900000-11121				AP Wire Clearing			30,286.36
99900000-80010				Due To General Fund		1,009.21	
99900000-81110				Due To Election Reserve		2,160.00	
99900000-81150				Due To Juvenile Center		600.00	
99900000-81480				Due To Public Safety Tax Fund		26,517.15	
					FUND TOTAL	30,286.36	30,286.36

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010 General Fund			1,009.21
1110 Election Reserve			2,160.00
1150 Juvenile Center			600.00
1480 Public Safety Tax Fund			26,517.15
9999 Treasurers Pooled Cash		30,286.36	
	TOTAL	30,286.36	30,286.36

** 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
1117	09/08/2023	WIRE	101529	B C WORKMANS COMP	08/31/2023			6,786.31
							CHECK 1117 TOTAL:	6,786.31
1129	09/08/2023	WIRE	101046	B C MEALS	08/31/2023			63.95
							CHECK 1129 TOTAL:	63.95
1139	09/08/2023	WIRE	105532	B C JURY PAY	09/05/2023			1,676.48
							CHECK 1139 TOTAL:	1,676.48
				NUMBER OF CHECKS 3			*** CASH ACCOUNT TOTAL ***	8,526.74

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	3	8,526.74

*** GRAND TOTAL *** 8,526.74

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 9 1064									
APP WC850000-21340					Vouchers Payable			6,786.31	
09/08/2023	CASH DISB	090823			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100					Main Checking				8,526.74
09/08/2023	CASH DISB	090823			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			1,740.43	
09/08/2023	CASH DISB	090823			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			8,526.74	8,526.74
APP 99900000-85030					Due To Workmens Compensation			6,786.31	
09/08/2023	CASH DISB	090823							
APP WC810000-11110					Cash Equity				6,786.31
09/08/2023	CASH DISB	090823							
APP 99900000-80010					Due To General Fund			1,740.43	
09/08/2023	CASH DISB	090823							
APP GF001000-11110					Cash Equity				1,740.43
09/08/2023	CASH DISB	090823							
					SYSTEM GENERATED ENTRIES TOTAL			8,526.74	8,526.74
					JOURNAL 2023/09/1064 TOTAL			17,053.48	17,053.48

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	1064	09/08/2023			
GF001000-11110				Cash Equity			1,740.43
GF005000-21340				Vouchers Payable		1,740.43	
					FUND TOTAL	1,740.43	1,740.43
5030 Workmens Compensation	2023	9	1064	09/08/2023			
WC810000-11110				Cash Equity			6,786.31
WC850000-21340				Vouchers Payable		6,786.31	
					FUND TOTAL	6,786.31	6,786.31
9999 Treasurers Pooled Cash	2023	9	1064	09/08/2023			
99900000-11100				Main Checking			8,526.74
99900000-80010				Due To General Fund		1,740.43	
99900000-85030				Due To Workmens Compensation		6,786.31	
					FUND TOTAL	8,526.74	8,526.74

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		1,740.43
5030 Workmens Compensation		6,786.31
9999 Treasurers Pooled Cash	8,526.74	
TOTAL	8,526.74	8,526.74

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

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: 09/08/2023

Transfers # 1140
Total of all Funds: $252,659.89

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

CASH ACCOUNT: 99900000 11123 Procurement Clearing

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
1140	09/08/2023	WIRE	102181 ELAN, CORPORATE PAYMENTS	09/08/2023			252,659.89
						CHECK 1140 TOTAL:	252,659.89
			NUMBER OF CHECKS 1			*** CASH ACCOUNT TOTAL ***	252,659.89

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	252,659.89

*** GRAND TOTAL *** 252,659.89

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2023 9 1071									
APP 99900000-21340					Vouchers Payable			252,659.89	
09/08/2023	CASH DISB	090823			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11123					Procurement Clearing				252,659.89
09/08/2023	CASH DISB	090823			AP CASH DISBURSEMENTS JOURNAL				
					JOURNAL 2023/09/1071	TOTAL		252,659.89	252,659.89

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
9999 Treasurers Pooled Cash	2023	9	1071	09/08/2023		
99900000-11123				Procurement Clearing		252,659.89
99900000-21340				Vouchers Payable	252,659.89	
				FUND TOTAL	252,659.89	252,659.89

** END OF REPORT - Generated by Jury Torres **

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	19 September 2023
Subject:	Rural County Capital Funds – De-Obligation of Funds
Presenter:	Adam J. Fyall
Prepared By:	Fyall
Reviewed By:	Fyall

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

Type of Agenda Item:

- ☒ 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 Contracts

Summary & Background

When the County signs a Rural County Capital Fund ("RCCF") disbursement agreement with one of our city and/or port partners for funding assistance with one of their projects, the amount of that agreed disbursement is represented in our internal accounting. In almost every case, the partner agency expends all of the funds that the County has obligated to them for the project. Almost. We have one example where not all of the funds were required for completion of the project.

The Port of Kennewick did not expend all funds requested and obligated for their Columbia Gardens project. This has actually created a little bit of a glitch in our accounting tables and how we show the evolution and activity of the RCCF. We track this activity with Board resolutions which are the instruments that put agreements and expenditures into force. As such, we are using the attached resolution to clean-up this inconsistency. The resolution simply states that the project was completed, not all obligated funds were needed for completion, and that we are formally de-obligating those leftover funds so that they can be reintegrated into the Port's overall RCCF balance and used in the future.

Fiscal Impact

No substantive fiscal impact. This is an accounting procedure.

Recommendation

Staff recommends passing the resolution officially de-obligating and reassigning funds.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND, DE-OBLIGATION OF FUNDS AFTER COMPLETION OF THE CITY OF KENNEWICK'S AND PORT OF KENNEWICK'S "COLUMBIA GARDENS" PROJECT

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties like Benton County to impose a "sales and use tax for public facilities", the revenue from which is intended to support "economic development activities" through the construction of public facilities by the cities, ports, and the County for the purposes of job creation and tax revenue generation; and,

WHEREAS, Benton County has established the *Rural County Capital Fund* ("RCCF") for said economic development activities, and has reserved a portion of the Fund for disbursement to cities and ports within the County who request County participation with qualified capital development projects; and,

WHEREAS, the City of Kennewick and the Port of Kennewick submitted a joint application for disbursement of funds – with the Port as the project manager and fiscal agent – to be used toward development of a project within the city known as "Columbia Gardens"; with the project having been approved for full funding in the amount of $1,100,000.00, with $550,000.00 obligated from the City's RCCF allocation and $550,000.00 obligated from the Port's RCCF allocation (Resolution 2017-325); and,

WHEREAS, the Columbia Gardens project was completed to the satisfaction of all parties, with not all of the obligated RCCF funds having been expended; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that by this instrument the Board makes clear for the record that only $497,001.00 of the originally obligated $550,000.00 of the Port's RCCF allocation was expended for the Columbia Gardens project, leaving $52,999.00 residual that is hereby de-obligated from this project and is fully available to the Port for other future RCCF-eligible projects.

Dated this _____ day of _____, 2023.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

or: Sustainable Development
cc: Port of Kennewick, Auditor

Prepared by: A.J. Fyall

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Declaration of Surplus Property
Presenter:	N/A
Prepared By:	Nicole Webb, Administrative Assistant
Reviewed By:	N/A

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

As outlined in Resolution 07-752, County departments may request personal property items be declared surplus and accordingly disposed of. A list of items for the current surplus is provided as an attachment.

Fiscal Impact

None.

Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibit(s) can be declared surplus and disposed of accordingly.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

WHEREAS, Sheriff's Department has identified an item of personal property for which they are no longer in need; and

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

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

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

Dated this 19th day of September 2023.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: **Original** – BOCC File
Copy – N. Webb, K.Gillies

N. Webb

Attachment A: Surplus

Sheriff's Department

- 2008, 26' Safe Boat
  Vehicle # 08-2B
  HIN # EGO01165D808

cc: **Original** – BOCC File
Copy – N. Webb, K.Gillies

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/19/23
Subject:	Contract with Most Reliable Job Network
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Benton County Human Services, on behalf of Benton County, would like to re-contract with Most Reliable Job Network to receive funds in order to provide developmental disabilities support services in both Benton and Franklin Counties.

Fiscal Impact

Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 1080 Human Services Budget."

Recommendation

Pass Resolution and Execute Contract

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING AGREEMENT NO. 23-24-DD-MRJN-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SUPPORT SERVICES BETWEEN THE BENTON COUNTY HUMAN SERVICES AND MOST RELIABLE JOB NETWORK

WHEREAS, the Benton County Human Services Department has contracted with Most Reliable Job Network to provide developmental disabilities support services; and

WHEREAS, the Benton County Human Services Department would like to re-contract with Most Reliable Job Network for a term commencing on July 1, 2023 and expiring on June 30, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement No. 23-24-DD-MRJN-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement No. 23-24-DD-MRJN-00 between Benton County Department of Human Services and the Most Reliable Job Network to provide developmental disabilities support services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

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

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners P. Pederson

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #23/24-DD-MRJN-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and **MRJN Associates LLC**, a Washington State Not-For-Profit Corporation, with its principal offices at 1841 Gap Road, Granger, WA 98932. (hereinafter "Contractor").

County Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Rose Almanza, Senior Officer
MRJN Associates, LLC
1841 Gap Road
Granger, WA 98932
Phone: 509.439.9660 / Fax:
E-Mail: almanzar@mrjnassociates.org

Is the Contractor a subrecipient for purposes of this Agreement..... No
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date..... July 1, 2023
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2024
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

Julie Almanza Title: CEO Date: 9/6/2023

For Benton County:

Benton County Commissioners | Date | Attest: Clerk of the Board

Approved as to Content
Department of Human Services

Approved as to Form
Ryan Bronson, DPA
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **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. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **County Representative** means any County employee who has been delegated with contract-signing authority by the County Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the County and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

(7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.

(8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

(9) **Personal Information** means 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.

(10) **Program Agreement** or County Program Agreement means a written agreement between the County and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the County.

(11) **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. The RCW can be accessed at http://apps.leg.wa.gov/rcw/.

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Contractor 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.

(15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means 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. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or

(b) Who has a developmental disability as defined under RCW 71A.10.020; or

(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or

(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or

(e) Receiving services from an individual provider (RCW 74.34.020).

(20) **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. The WAC can be accessed at http://apps.leg.wa.gov/wac/.

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the County.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County's authorized representatives.

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

d. **Audit Requirement:**

(1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the County a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

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

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

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

h. **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

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

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

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

(2) In any and all claims against the County, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

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

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the County's employees.

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

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's contract representative or designee.

m. Insurance:

(1) **Professional Legal Liability:** Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide County with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the County incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the County by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the County to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability:** This section is required if services involve the use of vehicles by Contractor or the transportation of County's employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the County for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions:**

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

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

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

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

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

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

(a) The Contractor shall furnish the County with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the County by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the County. The Contractor shall also instruct the insurer to give the County forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the County as an additional insured of cancellation.

(b) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the County's contract representative. The address of the certificate holder shall be shown as the current address of the County's contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the County at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the County. If requested by the County, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

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

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the County. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The County agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

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

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

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **Litigation Hold Notice:** In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the County may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the County is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties:** The Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

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

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

aa. **Successors and Assigns:** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. Termination:

(1) The County may terminate this Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

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

(3) If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the County, the County may immediately terminate this Agreement by so notifying the Contractor, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the County, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the County's contract representative. In the event of termination, the County shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the County pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the County within seven (7) calendar days of the notice of termination a Transition Plan to assist the County with the transfer of individuals served to ensure continuation of services.

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

ee. **Treatment of Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County upon Agreement termination or expiration.

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

a. "Acuity Level" means the level of a Client's abilities and needs as determined through the DDA assessment.

b. "ALTSA Web Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA Clients.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. . "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense accounts.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI" means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests

and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(3) "Individual Supported Employment" or "IE": services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(4) "Individualized Technical Assistance" or "ITA": services are a part of a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(5) "Group Supported Employment" or "GSE": services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.

j. "County Service Authorization (CSA)" means an authorization for county services.

k. "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

l. "Developmental Disabilities Administration DDA" means a division within the Department of Social and Health Services.

m. DDA Regional office (DDA Region)" means the regional DDA office that supports DDA Clients.

n. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual Employment; and student obtains a competitive integrated job within specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.

s. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

t. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

u. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

v. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

w. "Subcontractor" is the service provider contracted by the County to provide services.

2. **Purpose:** This Program Agreement is entered into between Developmental Disabilities Administration (DDA) and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. **Client Eligibility:** Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Program Agreement.

4. Credentials and Minimum Requirements:

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Administration Responsibility: The County must demonstrate the ability to administer the program agreement including contract oversight and monitoring, community outreach and education activities, and regular communication with the DDA Regional office (DDA region) and contracted providers.

d. Fiscal Responsibility: The County must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The County will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur. Policies shall be dated and include dates when updated.

f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the application elects to hire or retain a Client after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.

i. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. Reporting Abuse and Neglect: The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited

from providing services under this Program Agreement.

k. Counties who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6.08, Incident Management and Reporting Requirements for County and County-Contracted Providers , if:

(1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

(2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

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

(1) County Program Agreement; and

(2) Attached Exhibits.

5. **Duty to Disclose:** Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The County is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

6. **Statement of Work:** The County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The DDA region shall:

(1) Review subcontractors and shall immediately notify the County of any concerns with the subcontractors identified by the County;

(2) Inform and include the County in the discharge planning of Clients leaving institutions and returning to the community who will need program funding;

(3) Inform the County of Clients who have had their waiver status changed;

(4) Work with the County when referring Clients for services and will withdraw referrals when authorization is not issued;

(5) Authorize new service within 5 working days and will extend existing service authorization before expiration date;

(6) Inform Clients of service changes through Planned Action Notice(s);

(7) Work with the County to document planned services in the Client's Person Centered Service Plan including notification of assessment dates;

(8) Work with the County when terminating services;

(9) Work with DDA Head Quarters and the County on Spending Plan adjustments; and

(10) Work with the County in participating in evaluation of direct service providers.

b. The County shall:

(1) Work with the DDA Region when Clients are referred for services, authorized services, and/or for support modifications;

(2) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;

(3) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;

(4) Work with the DDA Region regarding service termination;

(5) Work with the DDA Head Quarters on Spending Plan adjustments;

(6) Inform the DDA Region of new providers to be included on the ALTSA Web Access (AWA) system;

(7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;

(8) Provide a copy of each subcontractor's contract upon written request from DDA; and

(9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.

c. Compliance with Budget and Accounting Reporting System (BARS) Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

d. The County shall comply with the following referenced documents found at DDA Internet site https://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

(5) County Guide to Achieve DDA's Guiding Values;

(6) DDA Guidelines for Community Assessments within Employment and Vocational Programs; and

(7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site https://www.dshs.wa.gov/dda/county-best-practices) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.

j. Subcontractors: The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a county or DDA may not subcontract for Employment or Community Inclusion services.

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) Clients with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be

reimbursed.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DDA PCSP is the driver for service. The AWA County Service Authorization (CSA) and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation." A copy of the Client's individualized plan will be provided to the Client, their DDA Case Resource Manager (CRM), guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Client's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six-month progress report. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee/DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer,

the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

(a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(b) A GSE Client must be on-site/at work at least their base individual hours as a minimum per month. If a Client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (*what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided*).

(c) A GSE agency may not bill for a GSE Client who does not receive services during an entire service month.

(d) A GSE agency must have a record of which staff is supporting which Clients on any given day.

(e) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the Client plan to move a Client on their pathway towards their employment goal(s).

(f) Running a GSE service is a part of the business operation and not billable to Clients (contract procurement, contract maintenance, or administration functions associated with GSE).

(g) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 – 4 for element / activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports Clients to have full access to the greater community;

(b) Ensures the Client receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

l. Quality Assurance and Service Evaluation: The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor every two years. The County shall maintain written documentation of all evaluations, recommendations, and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.

o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.

p. AWA Data System: In compliance with the AWA Training Manual, the County shall use the AWA data system for all:

(1) Billing requests;

(2) Service provider address and phone number maintenance;

(3) Evaluation dates;

(4) Employment outcome information; and

(5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.

s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02

- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VBP project application will include the following minimum criteria identified in the sample application found at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DDA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides

limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as **Exhibit B**:

(1) Budget amount listed in **Exhibit B**: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B.** The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial spending plan/Program Agreement Budget/Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Supports are based on authorized clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.

(a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional Client(s) may be supported when Clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

8. Billing and Payment:

a. Program Agreement Budget: DSHS shall pay the County all allowable costs, which are defined by DDA as cost incurred by the program for:

(1) Administration: Costs of the County Human Services Department or similar county office,

responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

(b) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(c) Other Activities.

i. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search."

ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion Services are individualized and provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(d) Individual Supported Employment services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(f) Group Supported Employment services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The Contractor may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private

funding.

e. Reimbursement of Client Services: A claim for each Client is made on the AWA system by indicating the number of service units delivered to each Client listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. Program Administration: The County will provide program administration and coordination costs including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration costs can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.

g. The Individual Employment Phases & Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

k. Preadmission Screening and Resident Review (PASRR) Administration: The County may bill for administration costs as identified in **Exhibit B.** Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

l. Reimbursement for Partnership project: A claim of $2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.

m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties

will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov

n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.

o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).

2. **Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement**. If applicable per 42 CFR 483.410, the County shall assure that all county-operated or subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. DDA will supply to the County a list of ICF/ID residents who attend a day program.

3. **Single State Medicaid Agency—Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The County only has responsibility for services covered in this agreement.

4. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

5. **Confidential Information.** All Counties and their subcontractors must:

   a. Ensure the security of Confidential Information, and

   b. When transporting Client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

      (1) Using a Trusted Network; or

      (2) Encrypting the Confidential Information, including:

         (a) Email and/or email attachments

         (b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

6. **Data Security Requirements**. Exhibit A shall only apply to the County if the County possesses 150 or more DSHS records across all programs or services throughout their organization, or transmits more than 5 records at one time.

7. **Supersession of Prior Data Security Agreement**. If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the parties.

Exhibit A - Data Security Requirements

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 DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" 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 iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

   e. "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 128 bits (256 preferred) 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.

   f. "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.

   g. "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.

   h. "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.

   i. "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.

j. "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.

k. "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.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS 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.

m. "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 document 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 DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

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

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

   (1) Upon suspected compromise of the user credentials.

   (2) When their employment, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

   (2) That a password does not contain a user's name, logon ID, or any form of their full name.

   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

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

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

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

   (2) Not allowing the use of dial-up connections.

   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

   (4) 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.

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

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. 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.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

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

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For 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.

b. **Network server disks.** For 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. 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.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS 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. Workstations which access DSHS Data on 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

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. 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. 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.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS 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::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

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

h. **Data stored for backup purposes.**

(1) DSHS 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. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) 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. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will 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 toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be 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.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

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

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

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

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

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

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

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or 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 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

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES
SCHEDULE July 1, 2023 – June 30, 2024

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$91.00	Hour
	Community Integrated Individual Activity	$91.00	
.64 Individual Employment	Individual Employment Activities	$105.00	Hour
.67 Community Inclusion	$61.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the County.

3. **Service Unit Definitions:**

   Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

   a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

   b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

   c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Washington State Department of Social & Health Services

AGING AND LONG-TERM SUPPORT ADMINISTRATION
DEVELOPMENTAL DISABILITIES ADMINISTRATION
BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION

Medicaid Provider Disclosure Statement

Completion and submission of this form is a federal and state requirement and a condition of participation in Medicaid reimbursement (see instructions for specific citations). Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Submission of this form to DSHS is also required for changes in ownership, managing employees, or controlling interests. Any failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual or entity, or to terminate existing agreements. See the instructions for definitions of the terms used in this form.

Please answer all questions as of the current date. If additional space is needed use an attached sheet.

Sections:

I. Identifying Information of Provider Entity
II. Individuals with Ownership Interest
III. Managing Employees and other Controlling Interests
IV. Organizations with Ownership or Management Interest
V. Subcontractor Information
VI. Criminal Offenses
VII. Suspension or Debarment
VIII. Status Changes
IX. Signature

I. Enrolling Provider's Information (see instructions)

PROVIDER NAME (LEGAL NAME)	FEDERAL TAX ID: SSN / FEIN
DOING BUSINESS AS (DBA)	NATIONAL PROVIDER IDENTIFIER (NPI)

II. Individuals with Ownership Interest (see instructions)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	START DATE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct / indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct / indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE
NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE
NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE	SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE ZIP CODE
NAME AND TITLE	SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ☐ Yes ☐ No

Is this facility operated by a management company or leased in whole or partly by another organization? ☐ Yes ☐ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year? ☐ Yes ☐ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

TITLE OF INDIVIDUAL COMPLETING THIS FORM

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM DATE

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. Enrolling Provider's Information

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. Individuals with Ownership Interest

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. Managing Employees and other Controlling Interests

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. Organizations with Ownership Interest or Management Interest

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. Subcontractor Information

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.

(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.

(e) Is an officer or director of a disclosing entity that is organized as a corporation.

(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the County.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin County when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the County.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the County.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other County's expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the County will reimburse no more than the following amounts per meal:

Breakfast:	$14.00
Lunch:	$17.00
Dinner	$28.00

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The County shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the County.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/19/23
Subject:	Contract With Responding to Autism, Inc. for Developmental Disabilities Support Services
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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 Human Services, on behalf of Benton County, would like to re-contract with the Responding to Autism Services, Inc. to receive funds in order to provide developmental disabilities support services in both Benton and Franklin Counties.

Fiscal Impact

Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 1080 Human Services Budget.

Recommendation

Pass Resolution and Execute Contract

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING AGREEMENT NO. 23-24-DD-RTAS-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SUPPORT SERVICES BETWEEN THE BENTON COUNTY HUMAN SERVICES AND RESPONDING TO AUTISM, INC.

WHEREAS, the Benton County Human Services Department has contracted with Responding to Autism Services, Inc. to provide developmental disabilities support services; and

WHEREAS, the Benton County Human Services Department would like to re-contract with Responding to Autism Services for a term commencing on July 1, 2023 and expiring on June 30, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement No. 23-24-DD-RTAS-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement No. 23-24-DD-RTAS-00 between Benton County Department of Human Services and Responding to Autism Services, Inc. to provide developmental disabilities support services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

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

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners P. Pederson

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #23/24-DD-RTAS-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and **Responding to Autism Services, Inc.**, a Washington State Not-For-Profit Corporation, with its principal offices at 101 N. Union Street, Kennewick, WA 99336. (hereinafter "Contractor").

County Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Christine Lindgren
Responding to Autism Services, Inc.
101 N. Union Street, Ste. 203
Kennewick, WA 99336
Phone: 509.396.9230 / Fax: 509.931.0881
E-Mail: christine@respondingtoautism.net

Is the Contractor a subrecipient for purposes of this Agreement ..... No
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... July 1, 2023
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2024
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

Christine Lindgren
For Benton County:

Title: Director

Date: 9/7/23

Benton County Commissioners

Date

Attest: Clerk of the Board

Approved as to Content
Department of Human Services

Approved as to Form
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **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. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **County Representative** means any County employee who has been delegated with contract-signing authority by the County Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the County and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

(7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.

(8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

(9) **Personal Information** means 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.

(10) **Program Agreement** or County Program Agreement means a written agreement between the County and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the County.

(11) **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. The RCW can be accessed at http://apps.leg.wa.gov/rcw/.

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Contractor 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.

(15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means 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. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or

(b) Who has a developmental disability as defined under RCW 71A.10.020; or

(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or

(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or

(e) Receiving services from an individual provider (RCW 74.34.020).

(20) **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. The WAC can be accessed at http://apps.leg.wa.gov/wac/.

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the County.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County's authorized representatives.

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

d. **Audit Requirement:**

(1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the County a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

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

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

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

h. **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

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

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

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

(2) In any and all claims against the County, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

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

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the County's employees.

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

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's contract representative or designee.

m. Insurance:

(1) **Professional Legal Liability:** Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide County with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the County incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the County by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the County to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of County's employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the County for the recovery of damages to the extent they are covered by business auto liability.

(5) Other Insurance Provisions:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

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

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

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

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

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

(a) The Contractor shall furnish the County with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the County by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the County. The Contractor shall also instruct the insurer to give the County forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the County as an additional insured of cancellation.

(b) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the County's contract representative. The address of the certificate holder shall be shown as the current address of the County's contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the County at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the County. If requested by the County, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

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

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the County. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The County agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

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

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

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **Litigation Hold Notice:** In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the County may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the County is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties:** The Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

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

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

aa. **Successors and Assigns:** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. Termination:

(1) The County may terminate this Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

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

(3) If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the County, the County may immediately terminate this Agreement by so notifying the Contractor, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the County, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the County's contract representative. In the event of termination, the County shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the County pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the County within seven (7) calendar days of the notice of termination a Transition Plan to assist the County with the transfer of individuals served to ensure continuation of services.

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

ee. **Treatment of Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County upon Agreement termination or expiration.

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

a. "Acuity Level" means the level of a Client's abilities and needs as determined through the DDA assessment.

b. "ALTSA Web Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA Clients.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. . "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense accounts.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI" means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests

and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(3) "Individual Supported Employment" or "IE": services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(4) "Individualized Technical Assistance" or "ITA": services are a part of a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(5) "Group Supported Employment" or "GSE": services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.

j. "County Service Authorization (CSA)" means an authorization for county services.

k. "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

l. "Developmental Disabilities Administration DDA" means a division within the Department of Social and Health Services.

m. DDA Regional office (DDA Region)" means the regional DDA office that supports DDA Clients.

n. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual Employment; and student obtains a competitive integrated job within specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.

s. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

t. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

u. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

v. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

w. "Subcontractor" is the service provider contracted by the County to provide services.

2. **Purpose:** This Program Agreement is entered into between Developmental Disabilities Administration (DDA) and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. **Client Eligibility:** Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Program Agreement.

4. **Credentials and Minimum Requirements:**

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Administration Responsibility: The County must demonstrate the ability to administer the program agreement including contract oversight and monitoring, community outreach and education activities, and regular communication with the DDA Regional office (DDA region) and contracted providers.

d. Fiscal Responsibility: The County must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The County will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur. Policies shall be dated and include dates when updated.

f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the application elects to hire or retain a Client after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.

i. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. Reporting Abuse and Neglect: The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited

from providing services under this Program Agreement.

k. Counties who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6.08, Incident Management and Reporting Requirements for County and County-Contracted Providers , if:

(1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

(2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

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

(1) County Program Agreement; and

(2) Attached Exhibits.

5. **Duty to Disclose:** Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The County is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

6. **Statement of Work:** The County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The DDA region shall:

(1) Review subcontractors and shall immediately notify the County of any concerns with the subcontractors identified by the County;

(2) Inform and include the County in the discharge planning of Clients leaving institutions and returning to the community who will need program funding;

(3) Inform the County of Clients who have had their waiver status changed;

(4) Work with the County when referring Clients for services and will withdraw referrals when authorization is not issued;

(5) Authorize new service within 5 working days and will extend existing service authorization before expiration date;

(6) Inform Clients of service changes through Planned Action Notice(s);

(7) Work with the County to document planned services in the Client's Person Centered Service Plan including notification of assessment dates;

(8) Work with the County when terminating services;

(9) Work with DDA Head Quarters and the County on Spending Plan adjustments; and

(10) Work with the County in participating in evaluation of direct service providers.

b. The County shall:

(1) Work with the DDA Region when Clients are referred for services, authorized services, and/or for support modifications;

(2) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;

(3) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;

(4) Work with the DDA Region regarding service termination;

(5) Work with the DDA Head Quarters on Spending Plan adjustments;

(6) Inform the DDA Region of new providers to be included on the ALTSA Web Access (AWA) system;

(7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;

(8) Provide a copy of each subcontractor's contract upon written request from DDA; and

(9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.

c. Compliance with Budget and Accounting Reporting System (BARS) Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

d. The County shall comply with the following referenced documents found at DDA Internet site https://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

(5) County Guide to Achieve DDA's Guiding Values;

(6) DDA Guidelines for Community Assessments within Employment and Vocational Programs; and

(7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site https://www.dshs.wa.gov/dda/county-best-practices) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.

j. Subcontractors: The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a county or DDA may not subcontract for Employment or Community Inclusion services.

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) Clients with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be

reimbursed.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DDA PCSP is the driver for service. The AWA County Service Authorization (CSA) and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation." A copy of the Client's individualized plan will be provided to the Client, their DDA Case Resource Manager (CRM), guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Client's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six-month progress report. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee/DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer,

the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

(a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(b) A GSE Client must be on-site/at work at least their base individual hours as a minimum per month. If a Client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (*what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided*).

(c) A GSE agency may not bill for a GSE Client who does not receive services during an entire service month.

(d) A GSE agency must have a record of which staff is supporting which Clients on any given day.

(e) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the Client plan to move a Client on their pathway towards their employment goal(s).

(f) Running a GSE service is a part of the business operation and not billable to Clients (contract procurement, contract maintenance, or administration functions associated with GSE).

(g) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 – 4 for element / activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports Clients to have full access to the greater community;

(b) Ensures the Client receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

l. Quality Assurance and Service Evaluation: The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor every two years. The County shall maintain written documentation of all evaluations, recommendations, and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.

o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.

p. AWA Data System: In compliance with the AWA Training Manual, the County shall use the AWA data system for all:

(1) Billing requests;

(2) Service provider address and phone number maintenance;

(3) Evaluation dates;

(4) Employment outcome information; and

(5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.

s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02

- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VBP project application will include the following minimum criteria identified in the sample application found at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DDA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides

limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as **Exhibit B**:

(1) Budget amount listed in **Exhibit B**: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B.** The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial spending plan/Program Agreement Budget/Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Supports are based on authorized clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.

(a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional Client(s) may be supported when Clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

8. **Billing and Payment:**

a. Program Agreement Budget: DSHS shall pay the County all allowable costs, which are defined by DDA as cost incurred by the program for:

(1) Administration: Costs of the County Human Services Department or similar county office,

responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

(b) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(c) Other Activities.

i. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search."

ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion Services are individualized and provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(d) Individual Supported Employment services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(f) Group Supported Employment services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The Contractor may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private

funding.

e. Reimbursement of Client Services: A claim for each Client is made on the AWA system by indicating the number of service units delivered to each Client listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. Program Administration: The County will provide program administration and coordination costs including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration costs can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.

g. The Individual Employment Phases & Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

k. Preadmission Screening and Resident Review (PASRR) Administration: The County may bill for administration costs as identified in **Exhibit B.** Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

l. Reimbursement for Partnership project: A claim of $2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.

m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties

will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov

n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.

o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).

2. **Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement**. If applicable per 42 CFR 483.410, the County shall assure that all county-operated or subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. DDA will supply to the County a list of ICF/ID residents who attend a day program.

3. **Single State Medicaid Agency—Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The County only has responsibility for services covered in this agreement.

4. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

5. **Confidential Information.** All Counties and their subcontractors must:

   a. Ensure the security of Confidential Information, and

   b. When transporting Client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

      (1) Using a Trusted Network; or

      (2) Encrypting the Confidential Information, including:

         (a) Email and/or email attachments

         (b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

6. **Data Security Requirements**. Exhibit A shall only apply to the County if the County possesses 150 or more DSHS records across all programs or services throughout their organization, or transmits more than 5 records at one time.

7. **Supersession of Prior Data Security Agreement**. If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the parties.

Exhibit A - Data Security Requirements

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 DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" 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 iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

   e. "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 128 bits (256 preferred) 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.

   f. "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.

   g. "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.

   h. "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.

   i. "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.

j. "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.

k. "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.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS 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.

m. "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 document 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 DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

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

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

   (1) Upon suspected compromise of the user credentials.

   (2) When their employment, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

   (2) That a password does not contain a user's name, logon ID, or any form of their full name.

   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

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

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

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

   (2) Not allowing the use of dial-up connections.

   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

   (4) 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.

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

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. 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.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

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

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For 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.

b. **Network server disks.** For 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. 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.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS 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. Workstations which access DSHS Data on 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

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. 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. 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.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS 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::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

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

h. **Data stored for backup purposes.**

(1) DSHS 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. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) 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. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will 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 toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be 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.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

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

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

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

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

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

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

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or 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 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

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES
SCHEDULE July 1, 2023 – June 30, 2024

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$91.00	Hour
	Community Integrated Individual Activity	$91.00	
.64 Individual Employment	Individual Employment Activities	$105.00	Hour
.67 Community Inclusion	$61.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the County.

3. **Service Unit Definitions:**

   Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

   a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

   b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

   c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Washington State Department of Social & Health Services

AGING AND LONG-TERM SUPPORT ADMINISTRATION
DEVELOPMENTAL DISABILITIES ADMINISTRATION
BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION

Medicaid Provider Disclosure Statement

Completion and submission of this form is a federal and state requirement and a condition of participation in Medicaid reimbursement (see instructions for specific citations). Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Submission of this form to DSHS is also required for changes in ownership, managing employees, or controlling interests. Any failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual or entity, or to terminate existing agreements. See the instructions for definitions of the terms used in this form.

Please answer all questions as of the current date. If additional space is needed use an attached sheet.

Sections:

I. Identifying Information of Provider Entity
II. Individuals with Ownership Interest
III. Managing Employees and other Controlling Interests
IV. Organizations with Ownership or Management Interest
V. Subcontractor Information
VI. Criminal Offenses
VII. Suspension or Debarment
VIII. Status Changes
IX. Signature

I. Enrolling Provider's Information (see instructions)

PROVIDER NAME (LEGAL NAME)	FEDERAL TAX ID: SSN / FEIN
DOING BUSINESS AS (DBA)	NATIONAL PROVIDER IDENTIFIER (NPI)

II. Individuals with Ownership Interest (see instructions)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	START DATE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME		LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH	
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct / indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct / indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE
NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE
NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE	SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE ZIP CODE
NAME AND TITLE	SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ☐ Yes ☐ No

Is this facility operated by a management company or leased in whole or partly by another organization? ☐ Yes ☐ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year? ☐ Yes ☐ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

TITLE OF INDIVIDUAL COMPLETING THIS FORM

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM DATE

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. Enrolling Provider's Information

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. Individuals with Ownership Interest

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. Managing Employees and other Controlling Interests

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. Organizations with Ownership Interest or Management Interest

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. Subcontractor Infonnation

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.
(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.
(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.
(e) Is an officer or director of a disclosing entity that is organized as a corporation.
(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.
(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the County.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin County when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the County.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the County.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other County's expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the County will reimburse no more than the following amounts per meal:

Breakfast:	$14.00
Lunch:	$17.00
Dinner	$28.00

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The County shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the County.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/19/23
Subject:	Contract with Goodwill Industries of the Columbia
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Benton County Human Services, on behalf of Benton County, would like to re-contract with Goodwill of the Columbia to receive funds in order to provide developmental disabilities support services in both Benton and Franklin Counties.

Fiscal Impact

Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 1080 Human Services Budget.

Recommendation

Pass Resolution and Execute Contract

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING AGREEMENT NO. 23-24-DD-GW-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SUPPORT SERVICES BETWEEN THE BENTON COUNTY HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA

WHEREAS, the Benton County Human Services Department has contracted with Goodwill Industries of the Columbia to provide developmental disabilities support services; and

WHEREAS, the Benton County Human Services Department would like to re-contract with Goodwill Industries of the Columbia for a term commencing on July 1, 2023 and expiring on June 30, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement No. 23-24-DD-GW-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement No. 23-24-DD-GW-00 between Benton County Department of Human Services and Goodwill Industries to provide developmental disabilities support services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

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

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

P. Pederson

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #23/24-DD-GW-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and Goodwill Industries, a Washington State Not-For-Profit Corporation, with its principal offices at 815 N. Kellogg, Ste. A. (hereinafter "Contractor").

County Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Ken Gosney, Executive Director
Goodwill Industries of the Columbia Inc.
815 N. Kellogg, Ste. A
Kennewick, WA 99336
Phone: 509.735.7238 / Fax: 509.783.8266
E-Mail: kgosney@goodwillotc.org

Is the Contractor a subrecipient for purposes of this Agreement..... No
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date..... July 1, 2023
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2024
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments Incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

_____ Title: CEO Date: 9/7/23

For Benton County:

Benton County Commissioners _____ Date _____ Attest: Clerk of the Board

Approved as to Content

_____
Department of Human Services

Approved as to Form

_____ DPA
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. Definitions:

(1) **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. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **County Representative** means any County employee who has been delegated with contract-signing authority by the County Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the County and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

(7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.

(8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

(9) **Personal Information** means 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.

(10) **Program Agreement or County Program Agreement** means a written agreement between the County and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the County.

(11) **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. The RCW can be accessed at http://apps.leg.wa.gov/rcw/.

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Contractor 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.

(15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means 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. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use** as it relates to HIPAA compliance means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or

(b) Who has a developmental disability as defined under RCW 71A.10.020; or

(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or

(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or

(e) Receiving services from an individual provider (RCW 74.34.020).

(20) **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. The WAC can be accessed at http://apps.leg.wa.gov/wac/.

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the County.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County's authorized representatives.

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

d. **Audit Requirement:**

(1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the County a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

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

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

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

h. **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

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

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

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

(2) In any and all claims against the County, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

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

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the County's employees.

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

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's contract representative or designee.

m. Insurance:

(1) **Professional Legal Liability:** Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide County with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the County incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the County by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the County to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability:** This section is required if services involve the use of vehicles by Contractor or the transportation of County's employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the County for the recovery of damages to the extent they are covered by business auto liability.

(5) Other Insurance Provisions:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

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

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

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

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

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

(a) The Contractor shall furnish the County with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the County by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the County. The Contractor shall also instruct the insurer to give the County forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the County as an additional insured of cancellation.

(b) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the County's contract representative. The address of the certificate holder shall be shown as the current address of the County's contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the County at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the County. If requested by the County, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

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

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the County. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The County agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

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

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

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

v. Records Maintenance and Inspection:

(1) Records Maintenance: The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) Right of Inspection: The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) Notice of Inspections: The Contactor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. Litigation Hold Notice: In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the County may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the County is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Records Maintenance and Inspection section above.

x. Reduction or Suspension of Services: The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. Relationship of the Parties: The Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. Severability:

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

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

aa. **Successors and Assigns:** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. Termination:

(1) The County may terminate this Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

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

(3) If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the County, the County may immediately terminate this Agreement by so notifying the Contractor, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the County, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the County's contract representative. In the event of termination, the County shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the County pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the County within seven (7) calendar days of the notice of termination a Transition Plan to assist the County with the transfer of individuals served to ensure continuation of services.

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

ee. **Treatment of Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County upon Agreement termination or expiration.

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

a. "Acuity Level" means the level of a Client's abilities and needs as determined through the DDA assessment.

b. "ALTSA Web Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA Clients.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. . "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense accounts.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI" means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests

and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(3) "Individual Supported Employment" or "IE": services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(4) "Individualized Technical Assistance" or "ITA": services are a part of a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(5) "Group Supported Employment" or "GSE": services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.

j. "County Service Authorization (CSA)" means an authorization for county services.

k. "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

l. "Developmental Disabilities Administration DDA" means a division within the Department of Social and Health Services.

m. DDA Regional office (DDA Region)" means the regional DDA office that supports DDA Clients.

n. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual Employment; and student obtains a competitive integrated job within specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.

s. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

t. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

u. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

v. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

w. "Subcontractor" is the service provider contracted by the County to provide services.

2. **Purpose:** This Program Agreement is entered into between Developmental Disabilities Administration (DDA) and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. **Client Eligibility:** Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Program Agreement.

4. Credentials and Minimum Requirements:

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Administration Responsibility: The County must demonstrate the ability to administer the program agreement including contract oversight and monitoring, community outreach and education activities, and regular communication with the DDA Regional office (DDA region) and contracted providers.

d. Fiscal Responsibility: The County must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The County will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur. Policies shall be dated and include dates when updated.

f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the application elects to hire or retain a Client after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.

i. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. Reporting Abuse and Neglect: The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited

from providing services under this Program Agreement.

k. Counties who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6.08, Incident Management and Reporting Requirements for County and County-Contracted Providers , if:

(1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

(2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

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

(1) County Program Agreement; and

(2) Attached Exhibits.

5. **Duty to Disclose:** Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The County is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

6. **Statement of Work:** The County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The DDA region shall:

(1) Review subcontractors and shall immediately notify the County of any concerns with the subcontractors identified by the County;

(2) Inform and include the County in the discharge planning of Clients leaving institutions and returning to the community who will need program funding;

(3) Inform the County of Clients who have had their waiver status changed;

(4) Work with the County when referring Clients for services and will withdraw referrals when authorization is not issued;

(5) Authorize new service within 5 working days and will extend existing service authorization before expiration date;

(6) Inform Clients of service changes through Planned Action Notice(s);

(7) Work with the County to document planned services in the Client's Person Centered Service Plan including notification of assessment dates;

(8) Work with the County when terminating services;

(9) Work with DDA Head Quarters and the County on Spending Plan adjustments; and

(10) Work with the County in participating in evaluation of direct service providers.

b. The County shall:

(1) Work with the DDA Region when Clients are referred for services, authorized services, and/or for support modifications;

(2) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;

(3) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;

(4) Work with the DDA Region regarding service termination;

(5) Work with the DDA Head Quarters on Spending Plan adjustments;

(6) Inform the DDA Region of new providers to be included on the ALTSA Web Access (AWA) system;

(7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;

(8) Provide a copy of each subcontractor's contract upon written request from DDA; and

(9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.

c. Compliance with Budget and Accounting Reporting System (BARS) Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

d. The County shall comply with the following referenced documents found at DDA Internet site https://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

(5) County Guide to Achieve DDA's Guiding Values;

(6) DDA Guidelines for Community Assessments within Employment and Vocational Programs; and

(7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site https://www.dshs.wa.gov/dda/county-best-practices) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.

j. Subcontractors: The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a county or DDA may not subcontract for Employment or Community Inclusion services.

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) Clients with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be

reimbursed.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DDA PCSP is the driver for service. The AWA County Service Authorization (CSA) and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation." A copy of the Client's individualized plan will be provided to the Client, their DDA Case Resource Manager (CRM), guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Client's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six-month progress report. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee/DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer,

the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

(a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(b) A GSE Client must be on-site/at work at least their base individual hours as a minimum per month. If a Client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (*what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided*).

(c) A GSE agency may not bill for a GSE Client who does not receive services during an entire service month.

(d) A GSE agency must have a record of which staff is supporting which Clients on any given day.

(e) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the Client plan to move a Client on their pathway towards their employment goal(s).

(f) Running a GSE service is a part of the business operation and not billable to Clients (contract procurement, contract maintenance, or administration functions associated with GSE).

(g) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 – 4 for element / activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports Clients to have full access to the greater community;

(b) Ensures the Client receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

l. Quality Assurance and Service Evaluation: The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor every two years. The County shall maintain written documentation of all evaluations, recommendations, and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.

o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.

p. AWA Data System: In compliance with the AWA Training Manual, the County shall use the AWA data system for all:

(1) Billing requests;

(2) Service provider address and phone number maintenance;

(3) Evaluation dates;

(4) Employment outcome information; and

(5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.

s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02

- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VBP project application will include the following minimum criteria identified in the sample application found at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DDA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides

limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as **Exhibit B**:

(1) Budget amount listed in **Exhibit B**: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B.** The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial spending plan/Program Agreement Budget/Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Supports are based on authorized clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.

(a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional Client(s) may be supported when Clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

8. **Billing and Payment:**

a. Program Agreement Budget: DSHS shall pay the County all allowable costs, which are defined by DDA as cost incurred by the program for:

(1) Administration: Costs of the County Human Services Department or similar county office,

responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

(b) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(c) Other Activities.

i. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search."

ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion Services are individualized and provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(d) Individual Supported Employment services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(f) Group Supported Employment services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The Contractor may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private

funding.

e. Reimbursement of Client Services: A claim for each Client is made on the AWA system by indicating the number of service units delivered to each Client listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. Program Administration: The County will provide program administration and coordination costs including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration costs can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.

g. The Individual Employment Phases & Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

k. Preadmission Screening and Resident Review (PASRR) Administration: The County may bill for administration costs as identified in **Exhibit B.** Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

l. Reimbursement for Partnership project: A claim of $2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.

m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties

will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov

n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.

o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).

2. **Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement**. If applicable per 42 CFR 483.410, the County shall assure that all county-operated or subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. DDA will supply to the County a list of ICF/ID residents who attend a day program.

3. **Single State Medicaid Agency—Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The County only has responsibility for services covered in this agreement.

4. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

5. **Confidential Information.** All Counties and their subcontractors must:

   a. Ensure the security of Confidential Information, and

   b. When transporting Client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

      (1) Using a Trusted Network; or

      (2) Encrypting the Confidential Information, including:

         (a) Email and/or email attachments

         (b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

6. **Data Security Requirements**. Exhibit A shall only apply to the County if the County possesses 150 or more DSHS records across all programs or services throughout their organization, or transmits more than 5 records at one time.

7. **Supersession of Prior Data Security Agreement**. If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the parties.

Exhibit A - Data Security Requirements

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 DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" 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 iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

   e. "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 128 bits (256 preferred) 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.

   f. "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.

   g. "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.

   h. "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.

   i. "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.

j. "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.

k. "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.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS 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.

m. "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 document 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 DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

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

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

   (1) Upon suspected compromise of the user credentials.

   (2) When their employment, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

   (2) That a password does not contain a user's name, logon ID, or any form of their full name.

   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

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

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

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

   (2) Not allowing the use of dial-up connections.

   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

   (4) 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.

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

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. 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.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

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

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For 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.

b. **Network server disks.** For 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. 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.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS 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. Workstations which access DSHS Data on 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

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. 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. 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.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS 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::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

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

h. **Data stored for backup purposes.**

(1) DSHS 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. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) 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. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will 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 toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be 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.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

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

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

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

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

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

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

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or 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 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

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES
SCHEDULE July 1, 2023 – June 30, 2024

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$91.00	Hour
	Community Integrated Individual Activity	$91.00	
.64 Individual Employment	Individual Employment Activities	$105.00	Hour
.67 Community Inclusion	$61.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the County.

3. **Service Unit Definitions:**

   Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

   a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

   b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

   c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Washington State Department of Social & Health Services

AGING AND LONG-TERM SUPPORT ADMINISTRATION
DEVELOPMENTAL DISABILITIES ADMINISTRATION
BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION

Medicaid Provider Disclosure Statement

Completion and submission of this form is a federal and state requirement and a condition of participation in Medicaid reimbursement (see instructions for specific citations). Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Submission of this form to DSHS is also required for changes in ownership, managing employees, or controlling interests. Any failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual or entity, or to terminate existing agreements. See the instructions for definitions of the terms used in this form.

Please answer all questions as of the current date. If additional space is needed use an attached sheet.

Sections:

I. Identifying Information of Provider Entity
II. Individuals with Ownership Interest
III. Managing Employees and other Controlling Interests
IV. Organizations with Ownership or Management Interest
V. Subcontractor Information
VI. Criminal Offenses
VII. Suspension or Debarment
VIII. Status Changes
IX. Signature

I. Enrolling Provider's Information (see instructions)

PROVIDER NAME (LEGAL NAME)	FEDERAL TAX ID: SSN / FEIN
DOING BUSINESS AS (DBA)	NATIONAL PROVIDER IDENTIFIER (NPI)

II. Individuals with Ownership Interest (see instructions)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	START DATE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct / indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct / indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE / ZIP CODE
NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE / ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE / ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE / ZIP CODE
NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE / ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE	SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE / ZIP CODE
NAME AND TITLE	SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE / ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ☐ Yes ☐ No

Is this facility operated by a management company or leased in whole or partly by another organization? ☐ Yes ☐ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year? ☐ Yes ☐ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

TITLE OF INDIVIDUAL COMPLETING THIS FORM

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM DATE

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. Enrolling Provider's Information

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. Individuals with Ownership Interest

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. Managing Employees and other Controlling Interests

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. Organizations with Ownership Interest or Management Interest

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. Subcontractor Information

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.
(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.
(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.
(e) Is an officer or director of a disclosing entity that is organized as a corporation.
(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.
(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the County.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin County when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the County.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the County.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other County's expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the County will reimburse no more than the following amounts per meal:

Breakfast:	$14.00
Lunch:	$17.00
Dinner	$28.00

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The County shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the County.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/19/23
Subject:	Contract with ARC of the Tri-Cities
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Benton County Human Services, on behalf of Benton County, would like to re-contract with the ARC of the Tri-Cities to receive funds in order to provide Developmental Disabilities support services in both Benton and Franklin Counties.

Fiscal Impact

Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. There is no impact on the current expense budget All revenues and expenditures are from the Fund 1080-101, Human Services Budget.

Recommendation

Pass Resolution and Execute Contract

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING AGREEMENT NO. 23-24-DD-ARC-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SUPPORT SERVICES BETWEEN THE BENTON COUNTY HUMAN SERVICES AND THE ARC OF THE TRI-CITIES

WHEREAS, the Benton County Human Services Department has contracted with the ARC of the Tri-Cities to provide developmental disabilities support services; and,

WHEREAS, the Benton County Human Services Department would like to re-contract with the ARC of the Tri-Cities for a term commencing on July 1, 2023 and expiring on June 30, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement No. 23-24-DD-ARC-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement No. 23-24-DD-ARC-00 between Benton County Department of Human Services and the ARC of the Tri-Cities to provide developmental disabilities support services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

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

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners P. Pederson

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #23/24-DD-ARC-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and Arc of Tri-Cities, a Washington State Not-For-Profit Corporation, with its principal offices at 1455 Fowler St., Richland, WA 99352. (hereinafter "Contractor").

County Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Cindy O'Neill, Director
Arc of Tri-Cities
1455 Fowler St.
Richland, WA 99352
Phone: 509.783.1131 / Fax: 509.735.7706
E-Mail:cindyo@arcoftricities.com

Is the Contractor a subrecipient for purposes of this Agreement..... No
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... July 1, 2023
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2024
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

Cindy O'Neill Title: Exec Director Date: 9/8/2023

For Benton County:

Benton County Commissioners _____ Date _____ Attest: Clerk of the Board

Approved as to Content
Department of Human Services

Approved as to Form
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **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. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **County Representative** means any County employee who has been delegated with contract-signing authority by the County Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the County and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

(7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.

(8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

(9) **Personal Information** means 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.

(10) **Program Agreement** or County Program Agreement means a written agreement between the County and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the County.

(11) **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. The RCW can be accessed at http://apps.leg.wa.gov/rcw/.

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Contractor 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.

(15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

(16) **Subreciplent** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means 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. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or

(b) Who has a developmental disability as defined under RCW 71A.10.020; or

(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or

(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or

(e) Receiving services from an individual provider (RCW 74.34.020).

(20) **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. The WAC can be accessed at http://apps.leg.wa.gov/wac/.

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the County.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County's authorized representatives.

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

d. **Audit Requirement:**

(1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the County a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

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

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

f. Compliance with Laws: The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. Compliance with HIPAA: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

h. Debarment Certification: The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

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

j. Entire Agreement: The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. Hold Harmless and Indemnification:

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

(2) In any and all claims against the County, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

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

l. Independent Contractor:

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the County's employees.

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

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's contract representative or designee.

m. Insurance:

(1) **Professional Legal Liability:** Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide County with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the County incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the County by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the County to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of County's employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the County for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions:**

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

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

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

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

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

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

(a) The Contractor shall furnish the County with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the County by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the County. The Contractor shall also instruct the insurer to give the County forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the County as an additional insured of cancellation.

(b) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the County's contract representative. The address of the certificate holder shall be shown as the current address of the County's contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the County at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the County. If requested by the County, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

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

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the County. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The County agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

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

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

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **Litigation Hold Notice:** In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the County may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the County is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties:** The Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

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

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

aa. **Successors and Assigns:** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The County may terminate this Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

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

(3) If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the County, the County may immediately terminate this Agreement by so notifying the Contractor, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the County, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the County's contract representative. In the event of termination, the County shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the County pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the County within seven (7) calendar days of the notice of termination a Transition Plan to assist the County with the transfer of individuals served to ensure continuation of services.

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

ee. **Treatment of Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County upon Agreement termination or expiration.

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

a. "Acuity Level" means the level of a Client's abilities and needs as determined through the DDA assessment.

b. "ALTSA Web Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA Clients.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. . "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense accounts.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI" means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests

and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(3) "Individual Supported Employment" or "IE": services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(4) "Individualized Technical Assistance" or "ITA": services are a part of a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(5) "Group Supported Employment" or "GSE": services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.

j. "County Service Authorization (CSA)" means an authorization for county services.

k. "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

l. "Developmental Disabilities Administration DDA" means a division within the Department of Social and Health Services.

m. DDA Regional office (DDA Region)" means the regional DDA office that supports DDA Clients.

n. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual Employment; and student obtains a competitive integrated job within specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.

s. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

t. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

u. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

v. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

w. "Subcontractor" is the service provider contracted by the County to provide services.

2. **Purpose:** This Program Agreement is entered into between Developmental Disabilities Administration (DDA) and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. **Client Eligibility:** Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Program Agreement.

4. Credentials and Minimum Requirements:

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Administration Responsibility: The County must demonstrate the ability to administer the program agreement including contract oversight and monitoring, community outreach and education activities, and regular communication with the DDA Regional office (DDA region) and contracted providers.

d. Fiscal Responsibility: The County must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The County will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur. Policies shall be dated and include dates when updated.

f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the application elects to hire or retain a Client after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.

i. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. Reporting Abuse and Neglect: The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited

from providing services under this Program Agreement.

k. Counties who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6.08, Incident Management and Reporting Requirements for County and County-Contracted Providers , if:

(1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

(2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

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

(1) County Program Agreement; and

(2) Attached Exhibits.

5. Duty to Disclose: Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The County is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

6. Statement of Work: The County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The DDA region shall:

(1) Review subcontractors and shall immediately notify the County of any concerns with the subcontractors identified by the County;

(2) Inform and include the County in the discharge planning of Clients leaving institutions and returning to the community who will need program funding;

(3) Inform the County of Clients who have had their waiver status changed;

(4) Work with the County when referring Clients for services and will withdraw referrals when authorization is not issued;

(5) Authorize new service within 5 working days and will extend existing service authorization before expiration date;

(6) Inform Clients of service changes through Planned Action Notice(s);

(7) Work with the County to document planned services in the Client's Person Centered Service Plan including notification of assessment dates;

(8) Work with the County when terminating services;

(9) Work with DDA Head Quarters and the County on Spending Plan adjustments; and

(10) Work with the County in participating in evaluation of direct service providers.

b. The County shall:

(1) Work with the DDA Region when Clients are referred for services, authorized services, and/or for support modifications;

(2) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;

(3) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;

(4) Work with the DDA Region regarding service termination;

(5) Work with the DDA Head Quarters on Spending Plan adjustments;

(6) Inform the DDA Region of new providers to be included on the ALTSA Web Access (AWA) system;

(7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;

(8) Provide a copy of each subcontractor's contract upon written request from DDA; and

(9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.

c. Compliance with Budget and Accounting Reporting System (BARS) Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

d. The County shall comply with the following referenced documents found at DDA Internet site https://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

(5) County Guide to Achieve DDA's Guiding Values;

(6) DDA Guidelines for Community Assessments within Employment and Vocational Programs; and

(7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site https://www.dshs.wa.gov/dda/county-best-practices) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.

j. Subcontractors: The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a county or DDA may not subcontract for Employment or Community Inclusion services.

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) Clients with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be

reimbursed.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DDA PCSP is the driver for service. The AWA County Service Authorization (CSA) and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation." A copy of the Client's individualized plan will be provided to the Client, their DDA Case Resource Manager (CRM), guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Client's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six-month progress report. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee/DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer,

the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

(a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(b) A GSE Client must be on-site/at work at least their base individual hours as a minimum per month. If a Client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (*what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided*).

(c) A GSE agency may not bill for a GSE Client who does not receive services during an entire service month.

(d) A GSE agency must have a record of which staff is supporting which Clients on any given day.

(e) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the Client plan to move a Client on their pathway towards their employment goal(s).

(f) Running a GSE service is a part of the business operation and not billable to Clients (contract procurement, contract maintenance, or administration functions associated with GSE).

(g) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 – 4 for element / activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports Clients to have full access to the greater community;

(b) Ensures the Client receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

l. Quality Assurance and Service Evaluation: The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor every two years. The County shall maintain written documentation of all evaluations, recommendations, and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.

o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.

p. AWA Data System: In compliance with the AWA Training Manual, the County shall use the AWA data system for all:

(1) Billing requests;

(2) Service provider address and phone number maintenance;

(3) Evaluation dates;

(4) Employment outcome information; and

(5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.

s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02

- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VBP project application will include the following minimum criteria identified in the sample application found at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DDA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides

limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as **Exhibit B**:

(1) Budget amount listed in **Exhibit B**: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B.** The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial spending plan/Program Agreement Budget/Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Supports are based on authorized clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.

(a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional Client(s) may be supported when Clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

8. Billing and Payment:

a. Program Agreement Budget: DSHS shall pay the County all allowable costs, which are defined by DDA as cost incurred by the program for:

(1) Administration: Costs of the County Human Services Department or similar county office,

responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

(b) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(c) Other Activities.

i. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search."

ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion Services are individualized and provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(d) Individual Supported Employment services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(f) Group Supported Employment services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The Contractor may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private

funding.

e. Reimbursement of Client Services: A claim for each Client is made on the AWA system by indicating the number of service units delivered to each Client listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. Program Administration: The County will provide program administration and coordination costs including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration costs can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.

g. The Individual Employment Phases & Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

k. Preadmission Screening and Resident Review (PASRR) Administration: The County may bill for administration costs as identified in **Exhibit B.** Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

l. Reimbursement for Partnership project: A claim of $2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.

m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties

will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov

n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.

o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).

2. **Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement**. If applicable per 42 CFR 483.410, the County shall assure that all county-operated or subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. DDA will supply to the County a list of ICF/ID residents who attend a day program.

3. **Single State Medicaid Agency—Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The County only has responsibility for services covered in this agreement.

4. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

5. **Confidential Information.** All Counties and their subcontractors must:

   a. Ensure the security of Confidential Information, and

   b. When transporting Client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

      (1) Using a Trusted Network; or

      (2) Encrypting the Confidential Information, including:

         (a) Email and/or email attachments

         (b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

6. **Data Security Requirements**. Exhibit A shall only apply to the County if the County possesses 150 or more DSHS records across all programs or services throughout their organization, or transmits more than 5 records at one time.

7. **Supersession of Prior Data Security Agreement**. If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the parties.

Exhibit A - Data Security Requirements

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 DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" 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 iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.

   e. "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 128 bits (256 preferred) 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.

   f. "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.

   g. "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.

   h. "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.

   i. "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.

j. "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.

k. "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.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS 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.

m. "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 document 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 DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

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

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

(1) Upon suspected compromise of the user credentials.

(2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

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

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

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

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) 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.

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

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. 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.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

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

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For 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.

b. **Network server disks.** For 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. 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.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS 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. Workstations which access DSHS Data on 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

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. 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. 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.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS 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::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

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

h. **Data stored for backup purposes.**

(1) DSHS 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. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) 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. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will 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 toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be 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.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

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

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

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

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

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

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

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or 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 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

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES
SCHEDULE July 1, 2023 – June 30, 2024

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$91.00	Hour
	Community Integrated Individual Activity	$91.00	
.64 Individual Employment	Individual Employment Activities	$105.00	Hour
.67 Community Inclusion	$61.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the County.

3. **Service Unit Definitions:**

   Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

   a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

   b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

   c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Washington State Department of Social & Health Services

AGING AND LONG-TERM SUPPORT ADMINISTRATION
DEVELOPMENTAL DISABILITIES ADMINISTRATION
BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION

Medicaid Provider Disclosure Statement

Completion and submission of this form is a federal and state requirement and a condition of participation in Medicaid reimbursement (see instructions for specific citations). Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Submission of this form to DSHS is also required for changes in ownership, managing employees, or controlling interests. Any failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual or entity, or to terminate existing agreements. See the instructions for definitions of the terms used in this form.

Please answer all questions as of the current date. If additional space is needed use an attached sheet.

Sections:

I. Identifying Information of Provider Entity
II. Individuals with Ownership Interest
III. Managing Employees and other Controlling Interests
IV. Organizations with Ownership or Management Interest
V. Subcontractor Information
VI. Criminal Offenses
VII. Suspension or Debarment
VIII. Status Changes
IX. Signature

I. Enrolling Provider's Information (see instructions)

PROVIDER NAME (LEGAL NAME)	FEDERAL TAX ID: SSN / FEIN
DOING BUSINESS AS (DBA)	NATIONAL PROVIDER IDENTIFIER (NPI)

II. Individuals with Ownership Interest (see instructions)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	START DATE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRSTNAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME		LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH	
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct / indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct / indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ..... ☐ Yes ☐ No

Is this facility operated by a management company or leased in whole or partly by another organization? . ☐ Yes ☐ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year?..... ☐ Yes ☐ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

TITLE OF INDIVIDUAL COMPLETING THIS FORM

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM DATE

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. Enrolling Provider's Information

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. Individuals with Ownership Interest

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. Managing Employees and other Controlling Interests

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. Organizations with Ownership Interest or Management Interest

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. Subcontractor Infomation

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.

(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.

(e) Is an officer or director of a disclosing entity that is organized as a corporation.

(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the County.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin County when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the County.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the County.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other County's expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the County will reimburse no more than the following amounts per meal:

Breakfast:	$14.00
Lunch:	$17.00
Dinner	$28.00

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The County shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the County.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE, FUND NUMBER 1150, DEPARTMENT NUMBER 171.

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

Name of preparer

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Juvenile-Operations Dept Nbr: 171

Fund Name: Juvenile Fund Nbr: 1150

TRANSFER FROM: TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5271000	51595	Detention Manager	$1,000	5271000	51925	Overtime	$104,000
5271000	51619	Legal Process Assistant I	$3,500				
5271000	51618	Detention Officer	$7,000				
5271000	51619	Detention Officer	$11,500				
5271000	51620	Detention Officer	$5,000				
5271000	51623	Detention Officer	$5,000				
5271000	51643	Facilities Supervisor	$14,000				
5271000	51648	Detention Supervisor	$11,000				
5271000	51661	Detention Officer	$10,000				
5271000	51721	Detention Assistant Manager	$16,000				
5271000	51922	Judge Pro-tem	$20,000				
TOTAL			$104,000	TOTAL			$104,000

Explanation:

This budget adjustment is necessary to cover unavoidable overtime costs due to employee's being out on leave.

Prepared by: Crystal Garcia Date: 07-Sep-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/06/23 BC 09/19/23
Subject:	Lease Agreement with Pitney Bowes
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 Benton-Franklin Counties Juvenile Justice Center currently utilizes Pitney Bowes. The Administrator recommends continuing with Pitney Bowes for the lease of postage meters and scales utilizing Washington State Contract 15622-01.

It is in the best interest of the Benton-Franklin Counties Juvenile Justice Center to enter into a lease agreement with Pitney Bowes for a term to commence on December 30, 2023 and shall continue for 60 months.

Fiscal Impact

Monthly lease price of $75.18, excluding WSST, to be paid out of Juvenile Funds Dept. 172, Facilities Budget. No Supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Lease Agreement between Pitney Bowes and the Benton-Franklin Counties Juvenile Justice Center.

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 APPROVING A LEASE AGREEMENT WITH PITNEY BOWES FOR POSTAGE METERS AND SCALES OFF THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICE NASPO CONTRACT NO. 15622-01 FOR THE BENTON- FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, Washington State Contract No. 15622-01 allows Pitney Bowes to lease postage equipment to all government agencies; and

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center currently utilizes Pitney Bowes and the Administrator recommends continuing; and

WHEREAS, the contract price for a sixty (60) month lease commencing on December 30, 2023, is $75.18 per month, excluding WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington and the Board of Franklin County Commissioners, Franklin County, Washington, hereby concur with the Administrator's recommendation and authorize the lease agreement for postage meters and scales for the Benton-Franklin Counties Juvenile Justice Center from Pitney Bowes, utilizing the Washington State Contract No. 15622-01; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners, Benton County, Washington and the Board of Franklin County Commissioners, Franklin County, Washington, hereby authorize the chairmen sign the attached Lease Agreement between Benton-Franklin Counties Juvenile Justice Center and Pitney Bowes for the monthly lease price of $75.18. The Juvenile Justice Center is authorized to sign any subsequent documents confirming the delivery and installation of equipment.

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-Pitney Bowes, 1-Juvenile

R. Garcia

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

BENTON FRANKLIN JUVENILE JUSTICE CENTER

Tax ID # (FEIN/TIN)

916001296

Sold-To: Address

5606 W CANAL DRSTE 106, KENNEWICK, WA, 99336-1300, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Chris Adams	5097362712	0012620899

Bill-To: Address

5606 W CANAL DRSTE 106, KENNEWICK, WA, 99336-1300, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Chris Adams	5097362712	0016545215	chris.adams@co.benton.wa.us

Ship-To: Address

5606 W CANAL DRSTE 106, KENNEWICK, WA, 99336-1300, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Chris Adams	5097362712	0012620899

PO #

.

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1E47	SP100 Label Printer with Lifter Base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	993-4C	DM400 Series Return Kit With Box
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	F9PG2	PowerGuard LE Service Package
1	HZ80001	SendPro C Series Drop Stacker

©2023 Pitney Bowes Inc. All rights reserved.
See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 75.18**	**$ 225.54**

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

©2023 Pitney Bowes Inc. All rights reserved.
See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at http://www.pb.com/states or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 15622-01
State/Entity's Contract#

See attached signature page
Lessee Signature

David Wheeler
Print Name

Administrator
Title

Date

david.wheeler@co.benton.wa. us
Email Address

Pitney Bowes Signature

Clarence Drew Hunt
Print Name

Senior Sales Manager
Title

8/19/2023
Date

Sales Information

Lynn Harrington	lynn.harrington@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

©2023 Pitney Bowes Inc. All rights reserved.
Pitney Bowes Confidential Information

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

8/23/23

David Wheeler, Juvenile Court Administrator **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

08/22/23

Stephen Hallstrom
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: _____

Washington State Department of
Enterprise Services

PARTICIPATING ADDENDUM
NASPO VALUEPOINT

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: CTR058808

Pitney Bowes Inc.
(hereinafter "Contractor")
and
State of Washington
(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT NO.: 15622-01

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Pitney Bowes Inc., a Delaware Corporation ("Contractor") and is dated and effective as of September 19, 2022.

RECITALS

A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.

B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.

C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.

D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.

E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum covers the competitive procurement for mailing equipment, supplies, and maintenance led by the State of Arizona on behalf of NASPO ValuePoint for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):

   (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

   (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:

   - State universities – i.e., University of Washington & Washington State University;
   - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
   - Evergreen State College;
   - Community colleges; and
   - Technical colleges.

   (c) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:

   - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
   - Federal governmental agencies or entities;
   - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding) who must use Contractor's commercial lease agreement; and
   - Federally-recognized Indian Tribes located in the State of Washington with Contractor's Tribal Addendum.

   By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**

3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at WEBS. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

(d) **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less any returns, credits, adjustments and applicable sales tax) authorized by this Participating Addendum. The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax, returns, credits or adjustments) x .0150.

(e) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and

approved by Enterprise Services.

(f) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 15622-01;
- The NASPO Master Agreement No.: CTR058808;
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(g) Contractor's failure accurately and timely to report total net sales, to submit timely usage reports, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law.

(h) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(i) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

(a) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

(b) CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) COVID-19 VACCINATION VERIFICATION. Contractor represents and warrants that Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as set forth in the Governor's

Proclamation, *Proclamation 21-14 – COVID-19 Vaccination Requirement* (dated August 9, 2021) as amended. Contractor further represents and warrants that Contractor:

a. Has reviewed and understands Contractor's obligations as set forth in *Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended;*

b. Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;

c. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;

d. Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;

e. Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;

f. Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and

g. Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

3.5. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.6. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**

(a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participating Addendum, Contractor is authorized to provide only those goods/services set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.

(b) INVOICES. Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:

- Washington Master Contract Number 15622-01;
- Lead State Master Agreement Number CTR058808;
- Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM); and
- Applicable Purchaser's order number.

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

3.7 **COMPLIANCE WITH PARTICIPATING STATE'S (WASHINGTON'S) STATEWIDE IT POLICIES:** Contractor shall comply with Participating State's statewide information technology policies, as applicable, for Purchasing Entities – promulgated by Washington's Office of the Chief Information Officer (OCIO). Such policies are located on the OCIO website at: https://ocio.wa.gov//policies. These policies include, but are not limited to, the following:

- Security Policy 141
- Accessibility Policy 188

Prior to final execution of a Purchasing Entities' contract with a Contractor, the Contractor's solution(s) will be subject to a Security Design Review performed by Washington Consolidated Technology Services to ensure compliance with Office of the Chief Information Officer (OCIO) Security Policies.

4. **SOFTWARE LICENSE TERMS AND CONDITIONS:** Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses and applicable terms may be found on the Contractor's page on the NASPO ValuePoint website.

5. **POSTAGE METER:** All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this Participating Addendum.

6. **LEASE AGREEMENTS:** Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058808. Attachment "A" reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease. The following, together

with their respective terms and conditions are offered for lease or rental transactions under this Participating Addendum.

(a) Pitney Bowes Global Financial Services LLC "GFS" Term Rental (Installment Purchase) – Option A,
(b) FMV Rental – Option B, and
(c) State & Local Fair Market Value Lease – Option C

7. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt provided, however, that the Purchasing Entity shall be deemed to have accepted a product as to which it doesn't indicate nonconformity within sixty (60) days of the delivery of the product.

8. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State	**Contractor**
Attn: Ryan J Rensel State of Washington Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-2218 Email: DESContractsTeamCypress@des.wa.gov	Attn: Francie V Coffey Pitney Bowes Inc. 27 Waterview DR, MSC 27-3C Shelton CT 06484-4301 Tel: (213)-256-1917 Email: Francie.Coffey@pb.com

9. **SUBCONTRACTORS:** Except for subcontracts with Contractor's designated resellers/distributors/fulfillment partners ("Designated Subcontractors"), Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

(a) SUBCONTRACTOR AUTHORIZATION. Contractor is authorized, without additional Participating State consent, to utilize its Designated Subcontractors to provide sales and service support to Purchasers hereunder; provided, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Contractor shall maintain a list of such Designated Subcontractors utilized for this Participating Addendum, and, upon request, promptly provide Enterprise Services with such list and any updates.

(b) CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS. Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Designated Subcontractors. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to the

Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Designated Subcontractors.

(c) PURCHASER PAYMENT REGARDING CONTRACTORS DESIGNATED SUBCONTRACTORS. Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, purchase orders and Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement.

(d) CONTRACT SALES REPORTING. Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Designated Subcontractor and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

10. ORDERS: Unless the parties to the applicable purchase order agree in writing that another contract or agreement applies to such order, any order placed by a Purchaser for goods/services available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

11. GENERAL:

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties. Terms and conditions inconsistent with, contrary to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall

constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew

Print: Elena McGrew

Its: Statewide Enterprise Procurement Manager

Date: 10/5/2022

PITNEY BOWES INC.,
A DELAWARE CORPORATION

By: Arthur E. Adams Jr., PBI Director Government Contract Compliance
Digitally signed by Arthur E. Adams Jr., PBI Director Government Contract Compliance
Date: 2022.10.05 09:09:25 -04'00'

Print: Arthur E. Adams Jr.

Its: Director, Government Contract Compliance

Date: October 5, 2022

ATTACHMENT A

SUMMARY OF LEASING/RENTAL PROGRAMS UNDER CONTRACT # CTR058808

Pitney Bowes Global Financial Services offers a variety of equipment leasing and lease/rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you. Notwithstanding the foregoing, only Options A and C below may be used for the DI2000 and Lockers.

LEASE TO OWN - Option A
This program provides a 24, 36, 48 or 60 Month Lease and is available only to city and state agencies, such as public school districts, municipal hospitals, police and fire departments. Due to the tax exempt status of the Lessee, rates are much lower than standard Fair Market Value Lease rates. Title to the Equipment passes up front and at the end of the lease term, lessee owns the equipment (excluding meter). (Non-profits, private universities & schools and non-State or Local agencies are excluded from this program). Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE Rental - Option B This program provides you with 24, 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. This includes cancellation for convenience with a termination charge of 90 day notice of cancellation and pay one quarterly payment. Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE LEASE - Option C
This program provides you with a 24, 36, 48 or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value or you can enter into a new Lease, or return the equipment. Sales & Purchase Tax will be charged, if required under Your State Statute.

Example of lease/rental payments based on a $10,000.00 equipment price:

MONTHLY LEASE RATES			
TERM	OPTION A	OPTION B	OPTION C
24	0.0464	0.0514	0.0466
36	0.0326	0.0377	0.0329
48	0.0257	0.0309	0.0261
60	0.0216	0.0270	0.0221

MONTLY LEASE PAYMENT BASED ON $10,000 TRANSACTION*			
TERM	OPTION A	OPTION B	OPTION C
24	$ 464.00	$ 514.00	$ 466.00
36	$ 326.00	$ 377.00	$ 329.00
48	$ 257.00	$ 309.00	$ 261.00
60	$ 216.00	$ 270.00	$ 221.00

*Monthly payment exclues and sales and or Purchase Tx. Sales and/or Purchase Tax will be chrged, if required under Your State Statute

SPECIAL COTERMINOUS LEASE RATES

Pitney Bowes can offer to our current leasing customers the opportunity to enter into a "coterminous lease" for the purposes of acquiring additional accessories and solutions for their current equipment. The term of the lease will be consistent with the number of months remaining on the lease contract for the existing equipment. For example, a customer with 18 months remaining on a lease will be offered an 18 month lease for additional accessories or solutions. Invoices will show two separate line items reflecting the current machine lease and the new coterminous lease. The coterminous lease will be subject to the same terms and conditions as the original lease. Below are the monthly co-terminus lease rates for NASPO ValuePoint CTR058808 Financing Option A, Option B, and Option C. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024.

Co-Term Rates

TERM	OPTION A	OPTION B	OPTION C
12	0.0883	0.0931	0.08842
15	0.0715	0.0764	0.07170
18	0.0604	0.0653	0.06056
21	0.0524	0.0573	0.05261
24	0.0464	0.0514	0.04660
27	0.0419	0.0468	0.04214
30	0.0382	0.0431	0.03844
33	0.0351	0.0402	0.03542
36	0.0326	0.0377	0.03290
39	0.0305	0.0356	0.03089
42	0.0287	0.0338	0.02907
45	0.0271	0.0323	0.02750
48	0.0257	0.0309	0.02610
51	0.0245	0.0298	0.02499
54	0.0234	0.0288	0.02392
57	0.0225	0.0279	0.02296

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19th, 2023
Subject:	Initiating a County Road Project (CRP): 2145 – C. Williams Bituminous Surface Treatment project an Emergent Project
Presenter:	Matt Mahoney, Public Works Manager
Prepared By:	Shela Berry, Chief Financial Officer
Reviewed By:	Matt Rasmussen, County Engineer

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

CRP 2145 is declared to be a public necessity and the County Engineer is hereby ordered and authorized to report and proceed thereon as provided by law under *(RCW 36.75.050, 36.80.030, 36.80.070).*

C. Williams Road (44530) from MP 2.12 to MP2.95 will be improved as follows: Surfacing with crushed surfacing top course and construction of a bituminous surface treatment.

Fiscal Impact

Amount: $71,200

Fund: Road Fund (1010)

Recommendation

Approve attached Resolution initiating a County Road Project (CRP): 2145 – C. Williams Road Bituminous Surface Treatment an Emergent Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

INITIATING A COUNTY ROAD PROJECT DESIGNATED AS CRP 2145 – C. WILLIAMS ROAD SURFACING (EMERGENT PROJECT)

WHEREAS, as part of the Benton County adopted annual road program, item No. 13 is categorized as Emergent Projects; and

WHEREAS, due to increasing maintenance and repair costs to C. Williams Road (gravel road) the Public Works Department has determined that the reconstruction and hard surfacing of the road to be in the best interest of Benton County; and

IT IS HEREBY RESOLVED, that C. Williams Road (44530) from MP 2.12 to MP 2.95 (Locust Grove Road) be improved as follows:

Surfacing with crushed surfacing top course and construction of a bituminous surface treatment.

This project is hereby declared to be a public necessity and the County Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. *(RCW 36.75.050, 36.80.030, 36.80.070); and*

IT IS FURTHER RESOLVED, that an appropriation from the 2023 officially adopted road fund budget, and based on the County Engineer's estimate, is hereby made in the amounts and for the purposes shown below as follows:

PURPOSE	AMOUNT
Preliminary Engineering	$ 5,000
Right-of-way	$ 0.00
Total (Not subject to RCW 36.77.065)	**$ 5,000**
Construction	$ 66,200
TOTAL	**$ 71,200**

_X_ The project is included in the officially adopted annual road program as Item No. **13**

_____ The project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130.

BE IT FURTHER RESOLVED, that:

_____ The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

__X__ The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

APPROVED this 19th day of September, 2023.

Chairman

Chairman Pro Tem

Commissioner

Attest:

Constituting the Board of County Commissioners
Benton County, Washington

Clerk of the Board

Original: Clerk of the Board M. Mahoney
Copy: Public Works

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Ratify Change Order #1 for Justice Center TI Project
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

On July 18, 2023, the Board of Benton County Commissioners, via resolution 2023-517, executed the contract with Banlin Construction, LLC for the construction of the Justice Center TI Project in the amount of $1,865,128.00.

The glass on the security station at the main entrance of the Justice Center needs to be replaced to improve the operational efficiencies of the security personnel that currently occupy the station.

Banlin Construction, LLC put together Change Order #1 to provide the replacement glass for the front entrance security station in the amount of $10,998.66, excluding W.S.S.T.

Section 4.7 of the Procurement Policy authorizes the County Administrator to approve change orders for projects managed through the Capital Programs Department.

Fiscal Impact

Amount: $10,998.66

Fund: Capital Projects Fund

Recommendation

Ratify Change Order #1 for the Justice Center TI Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING CHANGE ORDER #1 WITH BANLIN CONSTRUCTION, LLC FOR THE JUSTICE CENTER TI PROJECT

WHEREAS, on July 18, 2023, the Board of Benton County Commissioners, via resolution 2023-517, executed the contract with Banlin Construction, LLC for the construction of the Justice Center TI Project in the amount of $1,865,128.00; and

WHEREAS, the glass on the security station at the main entrance of the Justice Center needed to be replaced to improve the operational efficiencies of the security personnel that currently occupy the station; and

WHEREAS, Banlin Construction Company, LLC put together Change Order #1 to provide the replacement glass for the front entrance security station in the amount of $10,998.66, excluding W.S.S.T.; and

WHEREAS, section 4.7 of the Procurement Policy authorizes the County Administrator to approve change orders for projects managed through the Capital Programs Department; and

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies Change Order #1 for the Justice Center TI Project, the amount of $10,998.66 with a total contract amount not to exceed $1,876,126.66 excluding W.S.S.T.

Dated this 19th day of September 2023.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Original: Purchasing Department
c: Auditor, Procurement

P. Schut

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 2 R.1

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 8/31/2023

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Supply and install ballistic glazing in guard shack as well as mirrored film on the top 6 windows.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	2 R.1
The total additional cost for this COP	$10,998.66
The total credit for this COP	$0.00
COP Grand Total	$10,998.66
This Change Proposal is good through:	
The schedule effect of this change is:	0 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta Digitally signed by Jasen Banta DN: C=US, E=Jasen@Banlinconstruction.com, O=Banlin Construction, CN=Jasen Banta Date: 2023.08.31 10:01:51-07'00'

SUBMITTED BY: Jasen Banta; Project Manager — DATE: 8-31-23

Jerrod MacPherson

APPROVED BY: Jerrod MacPherson, Benton County — DATE: 9-5-2023

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 2 R.1 DATE: 8/31/2023

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor BANLIN CONSTRUCTION

RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: **Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
	General Conditions								
	Direct GC Field Costs (See page 4)	0	Day	$ 187.39	$ -				$ -
Subtotal					$ -				$ -
	Direct Labor								
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	1	Hrs.	$ 85.00	$ 85.00				$ 85.00
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 74.95	$ -				$ -
	Carpenter	0	Hrs.	$ 69.95	$ -				$ -
	Laborers	0	Hrs.	$ 61.29	$ -				$ -
Subtotal									$ 180.00
	Materials								
	Misc. Materials	0	LS	$ -		$ -			$ -
	Equipment	0	LS	$ -		$ -			$ -
Subtotal									$ -
	Subcontractors and Supplies								
	Perfection	1	LS	$ -			$ 10,040.00		$ 10,040.00
			LS	$ -			$ -		$ -
			LS	$ -			$ -		$ -
			LS	$ -			$ -		$ -
			LS	$ -			$ -		$ -
			LS	$ -			$ -		$ -
Subtotal								$ -	$ 10,040.00
TOTAL					$ 180.00	$ -	$ 10,040.00	$ -	$ 10,220.00

OVERHEAD: Banlin Self Perform Work	5%	$ 9.00
PROFIT: Banlin Self Perform Work	5%	$ 9.00
OVERHEAD: Subcontractors	2.5%	$ 251.00
PROFIT: Subcontractors	2.5%	$ 251.00
Small tools/Expendables	2.0%	$ 3.60
Safety	2.0%	$ 3.60
Sub Total:		$ 10,747.20
B&O TAX	0.471%	$ 50.62
INSURANCE	0.5%	$ 53.99
BOND	1.360%	$ 146.85
SUBTOTAL		$ 10,998.66
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 10,998.66

PCCO #001

Project: 10060 - JUSTICE CENTER INTERIOR REMOD
7122 W OKANOGAN PLACE BLD A
KENNEWICK , Washington 99336

Prime Contract Change Order #001: CE #001 - Mirrored Glazing in BCJC

TO:		**FROM:**	
DATE CREATED:	8/30/2023	**CREATED BY:**	Bryce Kennell **(PERFECTION GLASS)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:BCJC Interior Remodel
		TOTAL AMOUNT:	$10,040.00

DESCRIPTION:
CE #001 - Mirrored Glazing in BCJC
Five (5) pieces of 1" thick TSS002 Level 2 Low Spall glass-clad polycarbonate with a Mirrored Tint fabricated to size to mount within existing framing.

Approximate Sizes:
2 @ 25" x 17 1/2"
2 @ 50 3/4" x 17 1/2"
1 @ 43 3/4" x 17 1/2"

Added mirrored film on upper security windows

ATTACHMENTS:

The contract sum would be changed by this Change Order in the amount $10,040.00

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

Printed On: 8/30/2023 01:43 PM

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Approving First Contract Amendment with Schindler Elevator Corporation To Provide Elevator Maintenance and Repair Services
Presenter:	
Prepared By:	P Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

Per Resolution 2022-715, the Board of Benton County Commissioners entered a contract with Schindler Elevator Corporation to provide elevator maintenance and repair services. The original contract expires September 30, 2023, but allows for one 12-month extension.

The contract amendment is necessary to extend the expiration date to September 30, 2024.

Fiscal Impact

N/A

Recommendation

Approve the attached contract amendment with Schindler Elevator Corporation.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE PUBLIC WORKS CONTRACT WITH SCHINDLER ELEVATOR CORPORATION FOR THE ELEVATOR MAINTENANCE AND REPAIRS AND AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT

WHEREAS, per Resolution 2022-715, the Board of Benton County Commissioners entered a contract with Schindler Elevator Corporation for elevator maintenance & repair services; and

WHEREAS, the original contract expires September 30, 2023, but allows for one 12-month extension; and

WHEREAS, the contract amendment is needed to extend the expiration date from September 30, 2023, to September 30, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the contract and authorizes the Chairman to sign the attached first amendment to the public works contract with Schindler Elevator Corporation to extend the contract expiration date from September 30, 2023, to September 30, 2024.

Dated this . . . . . day of . . . . . , 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.: File – Purchasing Department
cc: Auditors; PA; BC Facilities

P. Schut

DocuSign Envelope ID: 85A90CEA-1FA1-4712-93FF-770464C41641

FIRST CONTRACT AMENDMENT
PUBLIC WORKS CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SCHINDLER ELEVATOR CORPORATION**, a corporation organized under the laws of the State of Delaware and authorized to do business in Washington, with its principal offices at 20 Whippany Road, Morristown, NJ 07960-4539 and locally located at 409 N Thierman Rd; STE D, Spokane Valley, WA 99212 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2022-715 the parties entered into a Public Works Contract with a term beginning October 1, 2022 and ending September 30, 2023 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide preventative maintenance and on-call and as-needed elevator repair for all Benton County locations; and

WHEREAS, the COUNTY wishes to exercise its right to extend the contract an additional year as allowed in Section 2 of the Contract; and

WHEREAS, this First Contract Amendment is necessary to extend the Contract; and

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

Section 2 of the Contract will be replaced in its entirety with the following:

2. DURATION OF CONTRACT

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

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

FOR BENTON COUNTY

Chairman Date

Attest: Clerk of the Board

FOR SCHINDLER ELEVATOR CORPORATION

DocuSigned by: Scott Johnston 9/7/2023
Signature Date

Scott Johnston
Name

Branch Manager
Title

APPROVED AS TO FORM:

DocuSigned by: LeeAnn Holt
LeeAnn Holt, Benton County Deputy Prosecuting Attorney, Civil

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Authorization to purchase HFE-15 or CRS2P Emulsified Asphalt for use by the Public Works Department to maintain County Roads
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Clayton Rawlings & 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

Per the Benton County Procurement, Leasing and Contracting Policy, county departments are required to obtain quotes for purchases between $10,000 and $50,000.00 from at least three (3) vendors on the MRSC vendor list unless the product is such that it is not reasonable to obtain 3 quotes, and such purchase is to be approved by the Board of Benton County Commissioners by Resolution.

The Public Works Department has a need for approximately 50 tons of HFE-150 or CRS2P Emulsified Asphalt to use in the maintenance of County Roads. Quotes for furnishing the material were solicited on August 30th, 2023 from four (4) vendors off the MRSC Roster in the tabulation below. One response was received from Ergon Asphalt & Emulsions, Inc. in the amounts set forth below.

ERGON ASPHALT & EMULSIONS, Inc.	HFE-150 $550.00 ton CRS2P $570.00 ton
AMERICAN ROCK PRODUCTS	(no response)
CENTRAL PAVING, LLC	(no response)
GRANITE CONSTRUCTION	(no response)

The Public Works Manager recommends awarding the purchase to Ergon Asphalt & Emulsions, Inc.

Fiscal Impact

Amount: $28,500.00 excluding WSST

Fund: Road Fund

Recommendation

Approve the purchase of HFE-150 or CRS2P for use by the Benton County Public Works Department from Ergon Asphalt & Emulsions, Inc. Pasco, WA in an amount not to exceed $28,500.00 excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZATION TO PURCHASE HFE 150 or CRS2P EMULSIFIED ASPHALT FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT IN THE MAINTENANCE OF COUNTY ROADS FROM ERGON ASPHALT & EMULSIONS, INC., PASCO, WA

WHEREAS, per the Benton County Procurement, Leasing and Contracting Policy, County departments are required to obtain quotes for purchases under $50,000.00 from at least three (3) vendors on the vendor list unless the product is such that it is not reasonable to obtain three quotes and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the Public Works Department uses HFE-150 or CRS2P Emulsified Asphalt during maintenance of County roads; and

WHEREAS, quotes for furnishing approximately 50 tons of material were solicited from vendors utilizing the MRSC Roster list; and

WHEREAS, one quote was received as set forth in the amount below:

ERGON ASPHALT & EMULSIONS, Inc.	HFE-150 $550.00 ton CRS2P $570.00 ton
AMERICAN ROCK PRODUCTS	(no response)
CENTRAL PAVING, LLC	(no response)
GRANITE CONSTRUCTION	(no response)

WHEREAS, the Public Works Manager has reviewed the quotes for completeness and recommends the purchase of material from Ergon Asphalt & Emulsions, Inc., of Pasco, WA; **NOW, THEREFORE**

Orig.: Purchasing Dept. D. Hope
cc: Auditor, Ergon

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the purchase of HFE-150 or CRS2P Emulsified Asphalt for use by the Benton County Public Works Department from Ergon Asphalt & Emulsions, Inc., Pasco, WA in the amount of $28,500.00 excluding WSST.

Dated this 19th day of September 2023.

_____
Chairman

_____
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: Auditor, Ergon

Ergon Asphalt & Emulsions, Inc.

CONFIDENTIAL PRICE QUOTE (Revision #1)

DATE 9/11/23 **DURATION//END DATE** 12/31/23 **END DATE 2:** **QUOTE REVISION**

ENTER ORDER: YES ☐ **NO** ☒ **BID DATE:**

COMPANY: Benton County Public Works **PHONE** 509.786.5611 **FAX**

COMPANY CONTACT: **E-MAIL**

PROJECT NAME: 2023 Maintenance Oil

CUSTOMER PO#: **CUSTOMER JOB#:** **PROJECT COUNTY:** Benton, Washington

ENIVIRONMENTAL FEE INCLUDED IN PRICE: YES☒ **NO** ☐ **N/A** ☐

TAX INCLUDED IN PRICE: YES☐ **RATE**: **NO**☒ **N/A**☐ **IS THE JOB BONDED YES**☐ **NO**☐

INDEX: YES☐ **NO**☒ **INDEX ESCALATOR SPECIFICS:**

JOB START DATE 9/12/23 **ORDER LEAD TIME REQUIREMENTS** 1 week

PRODUCT(S)	QUANTITY	QUOTED PRICE
HFE-150	50 T	$550.00 per Ton
CRS-2P	50 T	$570.00 per Ton

ALL CUSTOMERS MUST CALL TO RECEIVE EA&E REFERENCE NUMBER PRIOR TO PRODUCT PICK-UP OR DELIVERY. ASPHALT SUPPLY RESTRICTIONS ARE FORECASTED FOR THE FUTURE AND PRODUCT PRICING AND PRODUCT SUPPLY ARE SUBJECT TO AVAILABILITY. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. OFFER MAY NOT BE VALID UNTIL ACCEPTED BY CUSTOMER IN WRITING OR FOR A MAXIMUM OF 30 DAYS OF THIS DATED QUOTE SHEET, WHICH EVER COMES FIRST. CUSTOMER IS LIABLE FOR TAXES CHARGED AT THE TIME OF PURCHASE UNLESS A TAX EXEMPT FORM HAS BEEN RECEIVED BY ERGON TAX DEPARTMENT. FEDERAL ENVIRONMENTAL FEES WILL BE ADDED TO THE ABOVE PRICES AT RATE OF $0.49770/TON OR $0.00150/GAL. ⚠ **WARNING: This product can expose you to chemicals including benzo(a)pyrene, which is known to the State of California to cause cancer. For more information, go to www .P65Warnings.ca.gov**

TERMINAL LOCATION	SHIPPING METHOD
Pasco, WA	Delivered
-	-

FREIGHT RATE: $18 **FREIGHT COMMENTS:** Freight cost is per Ton.

CUSTOMER WILL BE BILLED ACTUAL FREIGHT COST FOR DELIVERY. CUSTOMER WILL BE BILLED ACTUAL FREIGHT COST FOR RETURNS PLUS $15.00/TON. CUSTOMER WILL BE BILLED ACTUAL CHARGES FOR STAND BY AND OTHER MISCELLANEOUS FREIGHT CHARGES. EMULSION RETURNS MUST BE APPROVED IN ADVANCE. DILUTED EMULSIONS ARE NON-RETURNABLE. EA&E WILL NOT BE RESPONSIBLE FOR EMULSION QUALITY, STORAGE LIFE, TANK/EQUIPMENT CLEANING, RETURN, OR DISPOSAL OF ANY EMULSION PRODUCTS THAT ARE NOT STORED AND HANDLED IN ACCORDANCE TO EA&E'S WRITTEN STORAGE AND HANDLING SUGGESTIONS. ALL ESTIMATES AND QUOTATIONS ARE CONTINGENT UPON CREDIT APPROVAL. ADDITIONALLY, CUSTOMER AGREES THAT ALL SALES OF PRODUCT BY CREDITOR TO THE CUSTOMER SHALL BE SUBJECT TO THE TERMS AND CONDITIONS LOCATED AT HTTP://ERGONASPHALT.COM/GP.PHP, ANY ADDITIONAL OR CONFLICTING TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER, WORK ORDER, CONFIRMATION OF PURCHASE ORDER, PROPOSAL OR OTHER DOCUMENTATION ISSUED BY APPLICANT ARE EXPRESSLY EXCLUDED AND SHALL NOT BE BINDING UPON CREDITOR UNLESS INCLUDED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CREDITOR. THIS AGREEMENT SHALL BE BINDING UPON THE CUSTOMER AND ITS SUCCESSORS AND ASSIGNS.

APPROVED BY AREA SALES MANAGER Stan Brogdon (509) 545-9864 Pasco, WA

COMMENTS: Freight terms are attached to the email.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Agreement of Substitution of Professional Services Contract with Beckwith Consulting Group for the Comprehensive Parks Master Plan
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Procurement, LeeAnn Holt

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

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

Summary / Background Information

Benton County entered into a Professional Services Contract with Beckwith Consulting Group under Resolution #2022-323 for the completion of the Comprehensive Parks Master Plan. This contract expired on March 30, 2023 before a contract amendment could be executed.

The Sustainable Development Manager recommends entering into the Agreement of Substitution with Beckwith Consulting Group.

The Deputy Prosecuting Attorney for the civil division has approved as to form and the contract has been signed by Beckwith Consulting Group.

Fiscal Impact

Amount: **N/A (there is no additional compensation of the original amount of $140,505.00)**

Fund: **Park Development Fund**

Recommendation

Approve the attached Resolution and Agreement of Substitution of Professional Services Contract between Benton County and Beckwith Consulting Group, which shall terminate December 31, 2023.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING AN AGREEMENT OF SUBSTITUTION OF PROFESSIONAL SERVICES CONTRACT WITH BECKWITH CONSULTING GROUP FOR COMPLETING THE COMPREHENSIVE PARKS MASTER PLAN

WHEREAS, Benton County entered into a Professional Services Contract with Beckwith Consulting Group under Resolution #2022-323 for the completion of the Comprehensive Parks Master Plan; and

WHEREAS, this contract expired on March 31, 2023 before a contract amendment could be executed; and

WHEREAS, the Sustainable Development Manager recommends entering into the Agreement of Substitution with Beckwith Consulting Group; and

WHEREAS, the Deputy Prosecuting Attorney for the Civil division has approved as to form the Agreement of Substitution and the contract has been signed by Beckwith Consulting Group; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners hereby approves the Agreement of Substitution of Professional Services Contract with Beckwith Consulting Group for the completion of the Comprehensive Parks Master Plan; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Agreement of Substitution of Professional Services Contract between Benton County and Beckwith Consulting Group; and

Orig.: Procurement P. Schut
c: Auditor, PA, Beckwith Consulting Group

BE IT FURTHER RESOLVED, the Agreement of Substitution shall expire on December 31, 2023.

Dated this 19th day of September, 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.: Procurement P. Schut
c: Auditor, PA, Beckwith Consulting Group

BE IT FURTHER RESOLVED, the Agreement of Substitution shall expire on December 31, 2023.

Dated this 19th day of September, 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.: Procurement P. Schut
c: Auditor, PA, Beckwith Consulting Group

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

AGREEMENT OF SUBSTITUTION OF BENTON COUNTY PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS AGREEMENT OF SUBSTITUTION (hereinafter "SUBSTITUTED CONTRACT") is made and entered into by and between **BENTON COUNTY,** a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **THOMAS EDSON BECKWITH Jr., a sole proprietor doing business as BECKWITH CONSULTING GROUP** with his principal offices at 813 Shoshone Drive, La Conner, WA 98257-0704 (hereinafter "CONTRACTOR").

WHEREAS, on or about May 10, 2022, the parties entered into a Benton County Professional Services Contract ("CONTRACT");

WHEREAS, the CONTRACT contains an error regarding Contractor's name;

WHEREAS, the term of the CONTRACT expired on March 31, 2023;

WHEREAS, the work set forth in the CONTRACT was not fully completed and no amendment to the CONTRACT was made extending its term prior to the CONTRACT'S natural expiration;

WHEREAS, the parties mutually desire to enter this SUBSTITUTED CONTRACT to correct the naming error and to set forth an agreed timeframe for the completion of the work described therein.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual benefits and covenants contained herein, by entering this SUBSTITUTED CONTRACT, the parties agree to rescind the original CONTRACT and to the following terms:

1. CONTRACT DOCUMENTS

This SUBSTITUTED CONTRACT consists of these Terms and Conditions and the following documents:

a. Exhibit A – Scope of Work & Fees; and

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

2. DURATION OF CONTRACT

The term of this SUBSTITUTED CONTRACT shall begin on May 10, 2022 and shall expire on December 31, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall complete the comprehensive parks plan for the Benton County Parks Department that was started per Benton County Resolution 2022-323. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR shall perform the work specified in this SUBSTITUTED CONTRACT according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties as shown in Exhibit A, "Scope of Work & Fees".

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Tom Beckwith
Address:	PO Box 704
	La Conner, WA 98257-0704
Phone:	360-466-3536
Email:	beckwith@beckwithconsult.com

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

b. For COUNTY:

Name:	Adam Fyall
Address:	7122 W Okanogan Place, STE E330 Kennewick, WA 99336
Phone:	509-736-3080
Email:	adam.fyall@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this SUBSTITUTED CONTRACT, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this SUBSTITUTED CONTRACT shall not exceed One Hundred Forty Thousand Five Hundred and Five Dollars and Zero Cents ($140,505.00), excluding W.S.S.T.

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

d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

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

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this SUBSTITUTED CONTRACT and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

the purposes of this SUBSTITUTED CONTRACT means faithfully fulfilling the terms of this SUBSTITUTED CONTRACT with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this SUBSTITUTED CONTRACT, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this** SUBSTITUTED CONTRACT.

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this SUBSTITUTED CONTRACT. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

policy is claims made, the retroactive date shall be prior to or coincident with the effective date of the Contract and this SUBSTITUTED CONTRACT. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this SUBSTITUTED CONTRACT. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

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

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

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this SUBSTITUTED CONTRACT, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

injury, personal injury, and property damage that may arise from any actions or inactions under this SUBSTITUTED CONTRACT by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

the performance of this SUBSTITUTED CONTRACT, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

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

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this SUBSTITUTED CONTRACT. All liability insurance required under this SUBSTITUTED CONTRACT, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this SUBSTITUTED CONTRACT. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

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

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

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this SUBSTITUTED CONTRACT upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this SUBSTITUTED CONTRACT in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this SUBSTITUTED CONTRACT upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the SUBSTITUTED CONTRACT up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this SUBSTITUTED CONTRACT.

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

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

notice to do so by the COUNTY, the COUNTY may immediately terminate this SUBSTITUTED CONTRACT by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this SUBSTITUTED CONTRACT. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this SUBSTITUTED CONTRACT using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this SUBSTITUTED CONTRACT shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY, with the exception of a Landscape Architect, GIS Technician, Non-Motorized Planner, Civil Engineer, and Survey Analyst.

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

with the specifications set out in this SUBSTITUTED CONTRACT.

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the SUBSTITUTED CONTRACT, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

b. If it should appear that any provision of this SUBSTITUTED

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

CONTRACT is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All contract terms, which by their context are clearly intended to survive the termination and/or expiration of this SUBSTITUTED CONTRACT, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this SUBSTITUTED CONTRACT may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

directions therein whether or not such written notice is received at a time when a contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this SUBSTITUTED CONTRACT.

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

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

Dated:_____

FOR: BENTON COUNTY

_____

Chairman

Approved as to Form

DocuSigned by:
LeeAnn Holt
D9A9308B67BB473...

LeeAnn Holt, Civil Deputy Prosecuting Attorney

Dated: 9/6/2023

FOR: THOMAS EDSON BECKWITH JR., DBA BECKWITH CONSULTING GROUP

DocuSigned by:
Tom Beckwith
F9CEAAC6F2994CF...

Tom Beckwith, Jr., Sole Proprietor

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

Exhibit A - Scope of Work & Fees

Benton County
Comprehensive Parks Plan (CPP) Scope of Work

15 April 2022

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

Gantt Chart 6 April 2022

Our schedule and budget

		Team Leader/Parks Planner - Tom Beckwith FAICP																
		| Landscape Architect - Jennifer Kiusalaas ASLA LEED																
		| | Architect - Dan Podoll AIA LEED																
		| | | GIS Technician - Jennifer Hackett																
		| | | | Non-motorized Planner - Michael Read PE																
		| | | | | Civil Engineer - Eric Scott PE																
		| | | | | | Survey Analyst - Don Morgan																
		| | | | | | |																
		| | | | | | | months											prof	labor	mtls/	total
1	**Initiate/review CPP process**	| | | | | | | 1	2	3	4	5	6	7				hrs	cost	cost	cost
a	Review progress w/staff/Pks Bd/BOCC	X X X X X X X O	O	O	O	O	O									48	$9,120	$500	$9,620
2	**Conduct public outreach**																		
a	Conduct interviews/workshops	X X X														72	$13,680	$850	$14,530
b	Conduct outreach surveys	X					X									22	$4,180	$0	$4,180
c	Conduct planning/design charrettes	X X X		O												44	$8,360	$450	$8,810
d	Conduct open houses on plan options	X X X				O										18	$3,420	$450	$3,870
e	Conduct open houses on implementation	X X X						O								18	$3,420	$450	$3,870
f	Survey registered voter households	X					X									80	$15,200	$12,000	$27,200
3	**Update demographics and inventories**																		
a	Update demographics, programs, facilities	X X X														24	$4,560	$0	$4,560
b	Assess repair and replacement (R&R) needs	X X X X X X X														36	$6,840	$450	$7,290
c	Project demands/needs/facilities	X														18	$3,420	$0	$3,420
d	Assess financial conditions/prospects	X														32	$6,080	$0	$6,080
4	**Update CPP Plan elements**																		
a	Update strategies and goals	X														14	$2,660	$0	$2,660
b	Update plan elements	X X X X X X X														124	$23,560	$750	$24,310
c	Develop implementation measures/CFP	X X X X X X X														38	$7,220	$0	$7,220
5	**Publish/adopt CPP Plan**																		
a	Edit/publish plan/fees/CFP/RCO documents	X X X X X X X														28	$5,320	$0	$5,320
b	Review/adopt w/BOCC	X	O			O			O							24	$4,560	$250	$4,810
																640	$121,600	$16,150	$137,750
																2%			$2,755
																			$140,505

O Milestone public workshops and events

Subtotal
Contingency
Project budget

General hourly rates=$125-200/hr principals, $105-125/hr professionals, $75-105/hr technical and $55-75/hr for support skills.

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

Our scope of work

1: Initiate/monitor process

Task 1a: Conduct retreat/progress sessions
We will conduct an in-person or Zoom workshop with your Facilities & Parks Department, Park Board, Office of Sustainable Development, and Board of County Commissioners (BOCC), and others you deem appropriate to strategize about:

- Your vision and assessment of work completed since your 2014 CPP, Comprehensive Plan, and any other studies, plans, and projects.
- Who and how to involve your Partners including Backcountry Horsemen of WA, Purple Sage Riders, Friends of Badger Mountain, Native Plant Society, Tapteal Greenway Association, Tri-Cities Miniature Aircraft Association, and Tri-Cities Shooting Association,
- Who and how to involve city jurisdictions including Prosser, Benton City, Kennewick, Richland, West Richland, and Port of Benton,
- Who and how to involve state and federal jurisdictions including Washington State Department of Fish & Wildlife (WDFW), WA Department of Natural Resources (DNR), US Fish & Wildlife Service (USFWS), Bureau of Land Management (BLM), National Park Service (NPS), and Corps of Engineers,
- Who and how to involve other parties of interest.

Progress review sessions - we will review monthly progress with your Facilities & Parks Department, Office of Sustainable Development, and Parks Board, and with your BOCC at milestone tasks during in-person or Zoom workshop review sessions. Your workshop participants will clarify policy issues and the scope of each following task of work.

Website – we will develop branding messages and materials and establish webpage connections or develop a stand-alone website providing schedules, surveys, progress reports, draft plan, and implementation proposals for public review and comment.

2: Conduct public outreach

Task 2a: Conduct interviews and workshops with user groups and jurisdictions
We will conduct in-person or Zoom workshops to determine user profiles, service areas, issues, and suggestions about joint venture development, programming, operating, or maintaining opportunities of interest with:

- **Partners** - Backcountry Horsemen of WA, Purple Sage Riders, Friends of Badger Mountain, Native Plant Society, Tapteal Greenway Association, Tri-Cities Miniature Aircraft Association, and Tri-Cities Shooting Association,
- **Cities** - Prosser, Benton City, Kennewick, Richland, West Richland, and Port of Benton,
- **State and federal departments** – Washington State Department of Fish & Wildlife (WDFW), WA Department of Natural Resources (DNR), US Fish & Wildlife Service (USFWS), Bureau of Land Management (BLM), National Park Service (NPS), and Corps of Engineers,
- **Other** - parties of interest that you identify in Task 1a.

Task 2b: Conduct outreach surveys
We will promote and conduct on-line surveys in English or Spanish on your website, Facebook, and email contact lists of your residents and tourists:

- **Survey residents** - to determine their reason for using or not using your programs and facilities and events, level of satisfaction or dis-satisfaction, desires for future programs or facilities or events, and preferences concerning financing measures.
- **Survey tourists** – with the Prosser, Benton City, Kennewick, Richland, West Richland, Tri-Cities and Hispanic Chamber of Commerce's interest and support, to determine their use of your parks, recreation programs, and special events.

Task 2c: Conduct planning/design workshops
We will conduct in-person or Zoom and StoryMap interactive workshops in English and Spanish to brainstorm 6–20-year planning proposals with your residents and user group interests including:

- **Open space and wildlife interest groups** - including Friends of Badger Mountain, Native Plant Society, Tapteal Greenway Association, Benton Conservation District, Friends of Mid-

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

Columbia River Wildlife Refuges, Lower Columbian Basin Audubon, and others.

- **Fishing, hunting, and shooting interests** - including Tri-Cities Shooting Association, Columbia River Walleye Anglers Association, Richland Rod & Gun Club, Desert Kayak & Canoe Club, Columbia Basin Flycatchers, Walleye Anglers Unlimited, Colyak Bowhunters, and others.
- **On and off-road trail user groups** - including Backcountry Horsemen of WA, 3 Rivers Road Runners, Nomad Trail Runners, Runners of the Sage, Hike Tri-Cities, Outdoor Adventurers Tri-Cities, Chinook Cycling Club, Inter-Mountain Alpine Club, Pacific NW Fjord Horse Group, Tri-City Bicycle Club, Eastern Washington ATV Association (WAATVA), Washington Off-Highway Vehicle Alliance (WOHVA), and others.
- **Recreation leagues and user organizations** - including Tri-Cities Miniature Aircraft Association, Red Dot Paintball, Tri-Cities Air Soft, and others.
- **Aquatic, art, recreation, child, teen, senior, and special population program users** - including YMCA of the Greater Tri-Cities, Boys & Girls Clubs of Benton & Franklin Counties, Benton-Franklin River Heritage, Drewboy Creative, Benton County Historical Museum, and others.
- **Tourism interests** - including Tri-Cities Visitors & Convention Bureau, Tri-City Regional Chamber of Commerce, Tri-City Development Council (TRIDEC), Tri-Cities Hispanic Chamber of Commerce, and others.
- **Disability advocacy groups** - including the Arc of Tri-Cities, Developmental Disabilities Services, Modern Living Services, and others.

We will conduct the workshops where your participants jointly create (and we illustrate) as many ideas as possible for every type of CPP element from recreation programs to open spaces to trails to parks to athletic facilities to indoor facilities. We will develop these workshop ideas without critical evaluations until your participants are satisfied that all possible ideas have been explored.

Task 2d: Conduct open houses on plan and implementation options

We will conduct in-person or Zoom open houses with your public, nonprofit, and for-profit sponsors, disability, youth, senior, athletic, environment, and culture advocacy groups and hard to reach or non-participating populations including pop-up events at special events and go-to-presentations to review your CPP options and implementation strategies. We will post the proposals on your website for comments.

Task 2e: Survey voter households

We will use USPS's Every Door Direct Mail (EDDM) to mail postcards to every one of your 73,073 resident households as well as posting invites on your website, Facebook, and email contact lists inviting your residents to complete an on-line survey in English or Spanish of your CPP development proposals, priorities, projects, and implementation measures.

The postcards will include a phone number where they can call to request a hardcopy and return mailer if they are uncomfortable completing an on-line survey. The survey will determine:

- **Their approvals and priorities** - for your park, recreation program, and facility proposals.
- **Their financing preferences and priorities** - including methods and amounts of proposed property and sales tax revenue allocations, real estate excise taxes (REET), special property tax levies, rate adjustments or levy lid lifts, general obligation bonds, user fees and charges, lease/purchase procurements, and joint ventures.

The results will provide your BOCC a valid method of determining public support for your proposals particularly aspects requiring public financing and joint ventures with other agencies before you finalize your CPP.

Note – recent advances in the use of call screening and blocking as well as household use of cell phones rather than landlines have rendered traditional telephone sampling techniques more expensive, less statistically reliable – and less publicly accepted.

We have found the use of EDDM in promoting the completion of on-line (with mail-out/mail-back option for those that prefer) surveys to be more transparent and representative of public opinions and accurately predictive of voters in subsequent funding referendums –

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

particularly when the entire population is invited to participate.

We have also found EDDM multilingual postcards are more effective in directing non-English speaking households to appropriate language surveys than was practical with multilingual phone or mail-out/back surveys.

We can also include graphics and more detailed content and responses than was possible with telephone or mail-out/back surveys.

Deliverables
Documentation of the results of the outreach surveys of residents and tourists, workshops with city, state, and federal jurisdictions and interest groups, planning charrettes, open houses including pop-up exhibits, go-to-presentations, and the voter household survey.

3: Update demographics and inventory

Task 3a.1: Update demographic trends
We will analyze your present and projected population and demographic trends using American Community Survey (ACS), CensusMap, Esri, and Washington State Office of Financial Management (OFM) source data to determine your projected resident population and demographic characteristics by age group for your 6–20-year planning period.

- **Map social equities** – with GIS identification of the location of low-income, single-parent families, non-English speaking populations, and households paying over 35% of income for housing that need access to trails, parks, recreation, and social programs and any gaps in locations and provisions for services.

Task 3a.2: Update programs
We will inventory recreation programs provided by you and all other public, nonprofit, and for-profit program providers within your service area to determine user profiles as well as program volumes, fees, revenues, and costs.

Task 3a.3: Update facilities
We will update your GIS inventory of facilities owned, leased, maintained, and scheduled by you and all other public, nonprofit, and for-profit agencies and concessionaires.

We will complete tours and field assessments of your lands and facilities including Badger Mountain Centennial Preserve, Wallala Gap Preserve, Candy Mountain Preserve, Horn Rapids Park, Hover Park, Horse Heaven Vista, Horse Heaven Cemetery, Rattlesnake Mountain Shooting Facility, Vista Park, Two Rivers Park, and any other park prospects you identify in task 1a.

Our assessments will include the history, ADA assessment, physical condition, capabilities, quality, diversity, amenities, recreation opportunities, and other relevant features of each property and facility that has been developed or could be made available for public use by you or others. We will identify any surplus or non-functional properties that could be redeveloped for other uses.

We will also inventory and assess general misuse of your park lands and facilities including vandalism, graffiti, illegal camping, dumping of animals, unauthorized improvements and activities, and other general maladies and what to do about them.

We will input your facility inventory into **NRPA's Park Metrics** database to access and compare your programs, facilities, staffing, maintenance, finance, and other benchmarks with other similarly sized park agencies.

Task 3b: Determine maintenance, repair and replacement (R&R) requirements
We will estimate maintenance requirements and the remaining life of your existing and proposed facilities including the maintenance, repair and replacement (R&R) costs required when a project is implemented and when your asset's life has been expended.

We will estimate requirements necessary for you to staff in-house resources for different maintenance levels of service (LOS) and project in-house staffing and out-sourced contract costs to complete repair and replacement requirements as your assets amortize over your 20-year planning period.

Task 3c.1: Project activity demands
We will project your resident and tourist recreation activity participation, volumes, peak day, and turnover rates using a combination of

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

sources including:

- **Washington State RCO Statewide Comprehensive Outdoor Recreation Plan (SCORP)** – for participation rates, frequency, and peak day schedule data **that we developed** for over 100 outdoor and indoor recreation activities by age, gender, race/ethnicity, and income for RCO's 12-month diary-based SCORP surveys.
- **National Sporting Goods Association (NSGA)** – for participation rates and data from 2001-2019 for outdoor and indoor recreation activities by age and gender.

Using these age-specific participation, frequency, peak day, and turnover rates, we will project your recreation demand, establish your existing service or capture rates, project your unmet or latent demand interest, and define your recreation needs in 5 year intervals over your 20-year planning period.

Task 3c.2: Project facility requirements
We will project your facility requirements using facility carrying capacity models, geographic information system (GIS) gap analysis, and RCO's level of service (LOS) scoring matrix to determine the impact your geography has to:

- Determine your existing level-of-service (ELOS) investment ratios
- Determine your distributional LOS or access or connectivity gaps – by trail, bike lane, vehicle, and transit
- Propose your level-of-service (PLOS) objectives
- Project your land acquisition, facility design, construction, and other costs necessary to fill gaps in access and service

Task 3d: Assess financial prospects
We will analyze your financial prospects to accomplish your combined 6 and 20-year administration, recreation, maintenance, R&R, and development requirements for:

- Present and probable financial trends
- Supplemental funding allocations
- Program cost recovery measures
- Other funding approaches and prospects including property and sales taxes, grants, donations, REET, lodging taxes, levies, and levy lid lifts.

We will develop business plans for your Horn Rapids RV Park and Rattlesnake Mountain Shooting Facility enterprises including expenses for operations, maintenance, repair and replacements (R&R), and projected revenues including user fee and charge scenarios necessary to fully fund the next 6-20-years.

Deliverables
CPP reports documenting your demographic projections, social equity maps, program and facility inventories, maintenance and R&R requirements, activity demands, facility requirements, and financial prospects including business plans.

4: Update CPP

Task 4a: Update goals and strategies
Based on the results of Task 3, we will define:

- Priorities
- Role/responsibility assignments
- Existing and proposed level-of-service (ELOS/PLOS) standards and geographic accessibilities
- Funding and cost recovery strategies to develop your CPP and implementation measures.

Task 4b: Update CPP elements
Using the results of Tasks 2-3, we will update holistic 6-20-year CPP elements for you and all other public, nonprofit, and for-profit programs and facilities using the following countywide holistic progressive plan layering approach:

- **Open spaces** – that conserve and enhance your owned and leased lands to be retained for passive uses including your Horse Heaven Cemetery and National Natural Landmark designated property, Badger Mountain Centennial Preserve, Candy Mountain Preserve, Horn Rapids, Walulla Gap Preserve, and Hover Park.
- **Trails** – that identify and program potential multipurpose off-road hike, bike, horse, and dog trails within and between your strategic park and landholding destinations including Badger Mountain Centennial Preserve, Candy Mountain Preserve, Horn Rapids, Walulla Gap Preserve, Hover Park, and Horse Heaven Vista with the Sacagawea Heritage Trail along the Columbia River through Richland, Kennewick and Pasco. We will also program potential water trails for

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

hand-carry and motorized boat launches, and water campsites on the Columbia and Snake Rivers. And we will assess the desirability and feasibility of introducing ATV and OHV trail uses into Benton County.

- **Resource parks** - that identify demand/needs requirements for resource parks including fishing, swimming, boating, picnicking, tent and RV camping, and horse camping including your Horn Rapids RV Park and boat launch.
- **Athletic facilities** – that identify demand/needs for athletic facilities including disc golf courses, miniature aircraft fields, playgrounds, sport courts, athletic fields, gun and rifle ranges, dog parks, and supporting facilities at Horn Rapids, Vista, and Two Rivers Parks.

We will composite these overlay elements into a unified vision to be evaluated by your Facilities and Parks Department, Office of Sustainable Development, Parks Board, and BOCC

Task 4c: Develop implementation program
We will develop a detailed 6 and 20- year business plan and implementation program to achieve your proposals including:

- **Update Parks Ordinance** – to include rules, regulations, and other operating polices for park, trail, and facility use as well as graffiti, vandalism, illegal camping, dumping of animals and refuse, unauthorized improvements, and activities, among others.
- **Cost recovery strategy** – including policies on the amount to be recovered for costs from your program fees and charges from your Horn Rapids RV Park and Rattlesnake Mountain Shooting Facility.
- **Operations and maintenance (O&M) requirements** – to maintain existing and projected open spaces, trails, parks, and recreation facilities including maintenance LOS standards and costs.
- **R&R cost containment** – defining repair and replacement and end of useful life costs to be programmed into your projected budgets.
- **ADA plan** – identifying barriers, removal schedules, and tracking tools to provide access to your outdoor facilities.
- **6/20-year Capital Facilities Program (CFP)** – correlating and prioritizing strategic projects in your proposed level-of-service (PLOS) park and facility project acquisition, design, development, and maintenance costs with possible funding sources or methods reflecting the greatest benefit for the largest number of users.
- **Organization** – including staff, equipment, and facilities required to implement your proposed administration, recreation, maintenance, repairs and renovations, and new park and facility acquisitions and developments.
- **Financial scenario(s)** – using your property and sales taxes, recreation program fees and charges, grants, donations, REET, lodging taxes, special property tax levies or levy lid lifts, general obligation bonds, lease-to-own (LTO) agreements including 63:20 nonprofit developers, joint ventures with your Partners in Parks, cities, state, federal, or other public, nonprofit, for-profit agencies, or user groups.
- **Performance benchmarks** – to measure your progress on meeting recreation program services, park access gaps, open space connections, trail completions, park and facility projects, and other implementation actions with any action adjustments to achieve progress.

We will resolve which package of cost containment, recovery, funding source, and/or organizational scenario provides the most stable financing strategies for your programs and facilities for the 6 and 20-year periods.

Deliverables
CPP narrative chapters identifying goals, strategies, 6-year recreation programs, 20-year open space, trails, parks, recreation, and facilities with implementation program appendices.

5: Publish/adopt CPP documents

Task 5a: Edit/publish CPP Plan documents
We will edit and publish:

- **PowerPoint presentations** – of your recreation program, open space, trail, park, and facility proposals, key projects, and implementation strategies.
- **CPP narrative document** - of your public participation outreach, condition assessments, demand and need projections, financial prospects, and performance measures.

DocuSign Envelope ID: 81AFA9C7-81FA-4633-89F7-56127EB6B242

- **Comprehensive Plan Parks Element** – of your goals, policies, trails and park plans, and CFP.
- **Technical appendices** – of your CPP Elements, 6-year Capital Facilities Program (CFP), SEPA, and RCO Checklists.

Task 6b: Adopt CPP, CFP, and performance measures

We will help your Facilities and Parks Department, Office of Sustainable Development, and Parks Board present your CPP, CFP, and performance measures with your BOCC at in-person or Zoom sessions to complete your GMA/RCO required hearings for adoption.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Authorization to purchase a 2024 Chevrolet Express Passenger Van from Bud Clary Chevrolet, Inc. utilizing WA State Contract No. 05916
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement

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

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

Summary / Background Information

The Corrections Department is adding staff to the Work Crew program and has a need for an additional passenger van. Bud Clary Chevrolet, Inc. is the current state contract vehicle vendor, and the order bank is open to place orders for 2024 Chevrolet Express Passenger Vans off Washington State Contract No. 05916.

The vehicle will need to be upfitted with an amber light package and controller which will be done under a separate resolution.

The Fleet Manager recommends purchasing the 2024 Chevrolet Express Passenger Van for use by the Corrections Department in an amount not to exceed $53,589.00 excluding WSST. The Agreement has been reviewed and approved by our deputy prosecuting attorney and has been signed by Bud Clary Chevrolet, Inc.

Fiscal Impact

Amount: $53,589.00 excluding WSST

Fund: Corrections Department Work Crew Replacement Fund, Fund number 1510.

Recommendation

The Fleet Manager recommends the Board authorize the purchase of a 2024 Chevrolet Express Passenger Van for use by the Corrections Department in an amount not to exceed $53,589.00 excluding WSST from Bud Clary Chevrolet, Inc. utilizing Washington State Contract No. 05916.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A 2024 CHEVROLET EXPRESS PASSENGER VAN FROM BUD CLARY CHEVROLET, INC. UTILIZING WASHINGTON STATE CONTRACT NO. 05916 FOR USE BY THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, the Benton County Corrections Department is adding staff to the work crew program and has identified a need for an additional passenger van; and

WHEREAS, Washington State Contract No. 05916 allows for the purchase of vehicles from Bud Clary Chevrolet, Inc. Longview, WA; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of this vehicle utilizing the Washington State Contract No. 05916, has been approved and signed by our Deputy Prosecuting Attorney, and has been signed by Bud Clary Chevrolet, Inc.; and

WHEREAS, any upfit of the vehicle will be done under a separate resolution; and

WHEREAS, the Fleet manager recommends purchasing the 2024 Chevrolet Express Passenger Van for use by the Benton County Corrections Department; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Purchase of a 2024 Chevrolet Express Passenger Van, with the total amount not to exceed $53,589.00 excluding WSST from Bud Clary Chevrolet, Inc., Longview, WA, utilizing Washington State Contract No. 05916; and

BE IT FURTHER RESOLVED, this vehicle will be purchased by the Work Crew Replacement Fund, Fund number 1510; and

BE IT FURTHER RESOLVED, the Chairman is hereby authorized to sign said Purchase Agreement.

Dated this 19th day of September 2023.

_____
Chairman of the Board

_____
Chairman ProTem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest_____
Clerk of the Board

Original: Procurement
cc: Auditor, Bud Clary Chevrolet D. Hope

DocuSign Envelope ID: AAA2A8B6-05A3-4443-B486-136B4C626783

PURCHASE AGREEMENT
Benton County, Washington

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

RESOLUTION No: _____

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

Vendor: Bud Clary Chevrolet, Inc.
Vendor Code: W262
Vendor Contact: Becky Davis becky.davis@budclary.com
Vendor Contact Phone: 360-423-1700
Vendor Principal Place of Business: 1030 Commerce Ave. Longview, WA 98632

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

Ship To:	Bill To:
Benton County 102808 Wiser Parkway Kennewick, WA 99338	Benton County 102808 Wiser Parkway Kennewick, WA 99338

P.O. Date: 7/28/2023

		Est Qty	Unit Price	Total Price
Quote #	WA State Contract 05916-Motor Vehicles			
2023-7-364	2024 Chevrolet Express Passenger Van 2500	1	$ 53,589.00	$ 53,589.00
	through the Washington State Master Contract Usage			
	Agreement-Contract No. 05916 pursuant to the quote			
	Attached as Exhibit A			

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916. Payment will be made to: Bud Clary Chevrolet, Inc. 1030 Commerce Ave., Longview WA 98632.

	-
SUB TOTAL =	$ 53,589.00
SALES TAX =	4,555.07
TOTAL ORDER =	$ 58,144.07

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 5916 between the State of Washington Department of Enterprise Services and Bud Clary Chevrolet, Inc.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: 102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-539-4769
Email michael.mcghan@co.benton.wa.us

Approved as to Form

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...

9/8/2023

LeeAnn Holt, Civil Deputy Prosecuting Attorney

DocuSign Envelope ID: AAA2A8B6-05A3-4443-B486-136B4C626783

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

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

Vendor Name (Print): Becky Davis Title: Fleet Manager Date: 9/11/2023

DocuSigned by:
Vendor Signature: Becky Davis
8295BEF03CE7448...

Benton County: _____ Date: _____
Will McKay, Chairman

DocuSign Envelope ID: AAA2A8B6-05A3-4443-B486-136B4C626783

EXHIBIT A

Danica Hope

From: NOREPLY@des.wa.gov
Sent: Friday, July 28, 2023 11:34 AM
To: Michael McGhan
Cc: descarssystem@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2023-7-364 - BENTON COUNTY - 10300

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Vehicle Quote Number: 2023-7-364 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: BUD CLARY (W262)
Dealer Contact: Becky Davis
Dealer Phone: (360) 423-1700

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Silver Ice Metallic(GAN) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2024-0406-001	2024 Chevrolet Express Passenger Van 2500(CG23406) LS includes:Engine, 4.3L V6 with Direct Injection and Variable Valve Timing, includes aluminum block construction (276 hp [206 kW] @ 5200 rpm, 298 lb-ft of torque [404 Nm] @ 3900 rpm) (STD),Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (LV1) 4.3L V6 SIDI engine.) (STD),Seating, 12-passenger, (2-3-3-4 seating configuration) 4-passenger seat is a 50/50 split, 2-piece configuration (STD)	1	$46,053.00	$46,053.00
2024-0406-006	(AS5)Cloth Seating option (93W)Medium Pewter, Custom Cloth Seats, front bucket with Custom Cloth trim head restraints and inboard armrests (Requires (93G) interior trim. Includes (BA3) console with swing-out storage bin	1	$255.00	$255.00
2024-0406-008	(ZL3)Enhanced Convenience Package includes (ATG) Remote Keyless Entry, (BTV) Remote vehicle starter system, (L8T) 6.6L gas V8 engine, (P0V) 12 months of OnStar Vehicle Insights, (Z82) heavy-duty trailering equipment and (ZQ3) Driver Convenience Package (Not available with (WP9) Communications Package, (WPD) Safety Package or (UE0) OnStar delete.)	1	$3,055.00	$3,055.00
2024-0406-011	(9L7) Wiring junction block equipment accessory Includes 2-30 amp circuits (Requires (KG4) alternator 150 amp or (KW5) alternator 220 amp and (TP3) dual batteries (770 cca primary and 770 cca isolated). Not available with (RGI) front instrument panel routing grommet or (LWN) 2.8L Duramax Turbo-Diesel engine.)	1	$80.00	$80.00

DocuSign Envelope ID: AAA2A8B6-05A3-4443-B486-136B4C626783

2024-0406-012	(G80)Differential, heavy-duty locking rear	1	$325.00	$325.00
2024-0406-019	(Z82)Trailering equipment, heavy-duty includes trailering hitch platform and dual 4-pin/7-pin sealed connector (Included with (ZL3) Enhanced Convenience Package. Includes (UY7) trailer wiring harness.)	1	$280.00	$280.00
2024-0406-020	(YA2)Door, sliding passenger-side (Includes (C69) rear air conditioning.)	1	$350.00	$350.00
2024-0406-028	(C49)Defogger, rear-window electric	1	$155.00	$155.00
2024-0406-029	(UD7)Rear Park Assist (Included with (WPD) Safety Package. Required with (UFT) Side Blind Zone Alert.)	1	$295.00	$295.00
2024-0406-030	(UEU)Forward Collision Alert (Includes (UFL) Lane Departure Warning)	1	$295.00	$295.00
2024-0406-031	(UFT)Side Blind Zone Alert (Included with (WPD) Safety Package. Includes (UD7) Rear Park Assist and (DE5) outside heated power adjustable mirrors.)	1	$805.00	$805.00
2024-0406-032	(8S3)Backup alarm, 97 decibels, Rear frame mounted (Not available with (LWN) 2.8L Duramax Turbo-Diesel engine.)	1	$110.00	$110.00
2024-0406-101	EMEGENCY ROAD SIDE KIT (Fire ext/flare kit/triangle kit)-13415D/3153/449-1	1	$159.00	$159.00
2024-0406-103	Molded splash guards front-12496340	1	$120.00	$120.00
2024-0406-104	Molded splash guards rear-12496341	1	$120.00	$120.00
2024-0406-107	GM RUNNING BOARDS W/PASS LENGTH BOARD-22889279	1	$932.00	$932.00
2024-0406-110	Extra set of keys(2 additional)	1	$200.00	$200.00

Quote Totals

Total Vehicles:	1
Sub Total:	$53,589.00
8.5 % Sales Tax:	$4,555.07
Quote Total:	$58,144.07

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Accepting work performed by Superior Tree Services, LLC for the 2022 County Wide Brush Cutting project – C.E. 2136
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement

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

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

Summary / Background Information

The County entered into a contract with Superior Tree Services, LLC of Pasco, Washington for the C.E. 2136 – 2022 County Wide Brush Cutting Project on January 10, 2023 (Res. 2023-025). Superior Tree Services, LLC of Pasco, Washington has completed all work required under the contract. The project has been examined by the Public Works Director and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Public Works Director recommends that the Board formally accept Superior Tree, LLC's work and the project as complete and release of retainage held.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY SUPERIOR TREE SERVICES, LLC UNDER CONTRACT FOR C.E. 2136 – 2022 COUNTY WIDE BRUSH CUTTING PROJECT

WHEREAS, on January 10, 2023, the Board of County Commissioners entered into a contract with Superior Tree Services, LLC of Pasco, Washington (Resolution 2023-025) for C.E. 2136 – 2022 County Wide Brush Cutting Project; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the Public Works Manager and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, the Public Works Manager recommends that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete and release retainage held; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners concurs with the Public Works Manager's recommendation and hereby accepts the work performed by Superior Tree Services, LLC under contract for C.E. 2136 – 2022 County Wide Brush Cutting Project as being completed in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board hereby authorizes release of retainage held in the amount of $2,908.00.

Dated this 19th day of September 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Procurement
cc: Superior Tree

D. Hope

Employment Security Department
WASHINGTON STATE

April 10, 2023

ESD# 000862143000
UBI# 604587372000

SUPERIOR TREE SERVICES LLC
PO BOX 2332
PASCO,WA-99302

BENTON COUNTY

Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description 2022 County Wide Brush Cutting Project
Contract number C.E. 2136

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

If we may be of further assistance, please call (360) 890-3499 or email publicworks@esd.wa.gov

EMPLOYMENT SECURITY DEPARTMENT

STATE OF WASHINGTON

DEPARTMENT OF LABOR AND INDUSTRIES

PO Box 44274 Olympia, Washington 98504-4274

June 15, 2023

BENTON COUNTY
PO BOX 470
PROSSER WA 99350

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **2022 COUNTY WIDE BRUSH CUTTING PROJECT**, **Contract C.E. 2136**, **Affidavit 1193705** to the following contractor:

SUPERIOR TREE SERVICES LLC	860,337-04	604 587 372

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of WagesPaid* forms have been filed

Thank you,

Jordan Guerra
Contract Release Specialist
360-902-6752
HOGO235@LNI.WA.GOV

cc: SUPERIOR TREE SERVICES LLC
PO BOX 2332
PASCO WA 99302-2332

STATE OF WASHINGTON
DEPARTMENT OF REVENUE

BENTON COUNTY
C/O DANICA HOPE, PROCUREMENT & CONTRACT COORD
PO BOX 470
PROSSER WA 99350-0470

August 31, 2023
Letter ID: L0024082603
UBI: 604-587-372
Account ID: 604-587-372
Account Type: Excise Tax
Audit ID: A120961
Audit Period: 12/01/22 - 05/31/23

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following publics works contract:

SUPERIOR TREE SERVICE, LLC

Public Agency: BENTON COUNTY

Project Name: 2022 County Wide Brush Cutting Project

Contract Number: C.E. 2136

Description of Work: This Contract provides for the improvement of Benton County Right-of-Way by mechanical brush removal and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated August 31, 2023 at Olympia, Washington,

State of Washington
Department of Revenue

Certifying Officer

Public Works Audit Unit
6500 Linderson Way SW Tumwater, WA 98501
dor.wa.gov Phone (360) 704-5650 Fax (360) 704-5647

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Agreement of Substitution of Professional Services Contract with Meier Enterprises, Inc. for A&E Services for the Benton County Coroner's Autopsy Ventilation System Upgrade
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement, LeeAnn Holt

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

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

Summary / Background Information

Benton County entered into a Professional Services Contract with Meier Enterprises, Inc. under Resolution #2022-658 for design of the Coroner's ventilation system upgrade. This contract expired on March 30, 2023 before a contract amendment could be executed.

The work under this contract has not been completed due to material delays and it is necessary to enter into the Agreement of Substitution until the work can be completed. The Director of Operations and Capital Programs recommends entering into the Agreement of Substitution with Meier Enterprises, Inc.

The Deputy Prosecuting Attorney for the civil division has approved as to form and the contract has been signed by Meier Enterprises, Inc.

Fiscal Impact

Amount: **N/A (there is no additional compensation beyond what was already agreed upon)**

Fund: **ARPA Funds**

Recommendation

Approve the attached Resolution and Agreement of Substitution of Professional Services Contract between Benton County and Meier Enterprises, Inc. which shall terminate February 28, 2024.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING AN AGREEMENT OF SUBSTITUTION OF PROFESSIONAL SERVICES CONTRACT WITH MEIER ENTERPRISES, INC. FOR PROVIDING ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

WHEREAS, Benton County entered into a Professional Services Contract with Meier Enterprises, Inc. under Resolution #2022-658 for design of the Coroner's Ventilation System upgrade; and

WHEREAS, this contract expired on March 30, 2023 before a contract amendment could be executed; and

WHEREAS, the work under this contract has not been completed due to material delays and it is necessary to enter into the Agreement of Substitution until the work can be completed; and

WHEREAS, the Director of Operation and Capital Programs recommends entering into the Agreement of Substitution with Meier Enterprises, Inc.; and

WHEREAS, the Deputy Prosecuting Attorney for the Civil division has approved as to form the Agreement of Substitution and the contract has been signed by Meier Enterprises, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners hereby approves the Agreement of Substitution of Professional Services Contract with Meier Enterprises, Inc. of Kennewick, Washington to provide professional architectural and engineering services for the Benton County Coroner's Autopsy Ventilation System; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Agreement of Substitution of Professional Services Contract between Benton County and Meier Enterprises, Inc.; and

Orig.: Procurement D. Hope
c: Auditor, PA, Meier

BE IT FURTHER RESOLVED, the Agreement of Substitution shall expire on February 28, 2024.

Dated this 19th day of September, 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.: Procurement D. Hope
c: Auditor, PA, Meier

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

AGREEMENT OF SUBSTITUTION OF BENTON COUNTY PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS AGREEMENT OF SUBSTITUTION (hereinafter "SUBSTITUTED CONTRACT") is made and entered into by and between **BENTON COUNTY,** a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MEIER ENTERPRISES, INC.** a corporation organized under the laws of the State of Washington with its principal offices at 12 W. Kennewick Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

WHEREAS, on or about September 9, 2022, the parties entered into a Benton County Professional Services Contract ("CONTRACT");

WHEREAS, the term of the CONTRACT expired on March 30, 2023;

WHEREAS, more time is needed to complete the work set forth in the CONTRACT, but no amendment to the CONTRACT was made extending its term prior to the CONTRACT'S natural expiration;

WHEREAS, the parties mutually desire to enter this SUBSTITUTED CONTRACT to set forth a revised agreed timeframe for the completion of the work described herein.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual benefits and covenants contained herein, by entering this SUBSTITUTED CONTRACT, the parties agree to rescind the original CONTRACT and to the following terms:

1. CONTRACT DOCUMENTS

This SUBSTITUTED CONTRACT consists of these Terms and Conditions and the following documents:

a. Terms and Conditions (This Document);
b. Exhibit A – Proposal for Services and Compensation;
c. Exhibit B – Fee Schedule for "as needed" Construction Support; and
d. Exhibit C – Statement of Qualifications dated July 7, 2022

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

2. DURATION OF CONTRACT

The term of this SUBSTITUTED CONTRACT shall begin on September 9, 2022 and shall expire on February 28, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide Architectural and Engineering Services for the Coroner's Office Autopsy Ventilation System Upgrade located at the Benton County Coroner's Office at 7110 W Okanogan Pl., Suite #C110. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Proposal for Services", which is attached hereto and incorporated herein by reference; subject to the following requirements and limitations.

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

c. The CONTRACTOR shall perform the work specified in this SUBSTITUTED CONTRACT according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by both parties set forth in Exhibit C.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Bobbi Keen
Address: 12 W. Kennewick Ave.
Kennewick, WA 99336

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Phone: (509) 735-1589
Email: bakeen@meierinc.com

b. For COUNTY:

Name: Riley Ollero
Address: 7122 W Okanogan Pl., Suite E330
Kennewick, WA 99336
Phone: (509)737-3972
Email: Riley.Ollero@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this SUBSTITUTED CONTRACT, the CONTRACTOR shall be paid the firm fixed fees as set forth in Exhibit A, "Proposal for Services and Compensation", which is attached hereto and incorporated herein by reference excluding W.S.S.T. Any "as needed" Construction Support shall be billed at the rates set forth in Exhibit B - Fee Schedule.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this SUBSTITUTED CONTRACT shall not exceed fourteen thousand two hundred dollars and zero cents ($14,200.00), excluding WSST. PLUS, any "as needed" Construction Support in accordance with the rates set in Exhibit B for an amount not to exceed six thousand eight hundred and zero dollars ($6,800.00) excluding WSST.

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

d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

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

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

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

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

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this SUBSTITUTED CONTRACT, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this SUBSTITUTED CONTRACT, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this SUBSTITUTED CONTRACT, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this SUBSTITUTED CONTRACT.**

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

a Best's Rating of not less than A-VII.

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

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

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

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

deducted from any payments owed by COUNTY to CONTRACTOR for performance of this SUBSTITUTED CONTRACT.

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

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

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

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

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

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

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

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

e. **Other Insurance Provisions:**

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

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

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

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

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

6. The insurance limits mandated for any insurance coverage required by this SUBSTITUTED CONTRACT are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits**

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

than the minimums required in this SUBSTITUTED CONTRACT, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this SUBSTITUTED CONTRACT. All liability insurance required under this SUBSTITUTED CONTRACT, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this SUBSTITUTED CONTRACT. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

All insurance required under this SUBSTITUTED CONTRACT shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

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

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

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

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this SUBSTITUTED CONTRACT upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this SUBSTITUTED CONTRACT in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this SUBSTITUTED CONTRACT upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the SUBSTITUTED CONTRACT up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this SUBSTITUTED CONTRACT.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this SUBSTITUTED CONTRACT, the COUNTY may summarily terminate this SUBSTITUTED CONTRACT notwithstanding any other

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

termination provision in this SUBSTITUTED CONTRACT. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this SUBSTITUTED CONTRACT shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this SUBSTITUTED CONTRACT by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this SUBSTITUTED CONTRACT. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this SUBSTITUTED CONTRACT. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

this SUBSTITUTED CONTRACT for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the SUBSTITUTED CONTRACT. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the SUBSTITUTED CONTRACT, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors,

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

administrators, and assigns to the other party to this SUBSTITUTED CONTRACT and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this SUBSTITUTED CONTRACT.

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All contract terms, which by their context are clearly intended to survive the termination and/or expiration of this SUBSTITUTED

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

CONTRACT, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

28. SIGNATURES IN COUNTERPART

By signing below, the Parties consent to conduct this transaction by electronic means, and expressly agree that this SUBSTITUTED

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

CONTRACT can be signed in counterpart via original or electronic signature. The Parties further agree that a copy of the fully executed SUBSTITUTED CONTRACT shall have the same force and effect as the original.

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

Dated:_____	Dated: 9/5/2023
BENTON COUNTY, WASHINGTON	**MEIER ENTERPRISES, INC.**
	DocuSigned by: Bobbi A Keen E8B1700FD56748F...
Will McKay, Chairman Benton County Commissioner	Signature
	Controller/Operations Manager
Approved as to Form:	Title:
DocuSigned by: LeeAnn Holt D9A9308B67BB475... 9/5/2023	Bobbi A Keen
LeeAnn Holt, Civil Deputy Prosecuting Attorney	Print Name

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

EXHIBIT A

PROPOSAL FOR SERVICES

CLIENT: Robert Blain
Benton County
620 Market Street
Prosser, WA 99350

PROJECT: CORONER'S OFFICE AUTOPSY VENTILATION SYSTEM UPGRADE

Thank you for the opportunity for Meier Architecture • Engineering (Meier) to offer professional design services. We are confident we have the available staff with the skill set for your Project needs.

Our understanding of the Project is Benton County (County) is using funds obtained through the Department of Treasury under the American Rescue Plan (ARP) and Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to make improvements to the autopsy suite at the Coroner's Office. The goals of the design are to implement a system capable of maintaining a negative air pressure within the autopsy suite, integrate the system into the campus HVAC controls system, and to utilize the existing equipment to the extent practical.

CLIENT RESPONSIBILITIES:
Meier's ability to provide all design services is contingent on the following Client responsibilities:

1. Provide Meier personnel with access to the facility to obtain accurate information on existing conditions and provide ladders or lifts as needed.
2. Provide any available record drawings, surveys, or studies pertaining to the subject property with relevance to the scope of design work described in this Proposal.
3. Provide any standards or specifications the Client intends for Meier to follow or consider in the design process.
4. Review interim and final documents and provide written comments for consideration and incorporation into the final stamped documents.

SCOPE OF SERVICES:
Meier agrees to provide the following services relating to this Project:

1. Conduct a site visit to observe the existing conditions and obtain information pertinent to the Project.
2. Conduct heating and cooling load calculations for the autopsy suite, taking into account the required ventilation levels.
3. Mechanical design will include providing ventilation levels necessary to adequately control odors and incorporation into the County's Metasys building controls system. ASHRAE Standard 170 will be used as a basis for the ventilation design.
4. Provide a conceptual design narrative to convey design intent for approval prior to developing construction documents.

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

5. Develop mechanical drawings showing the following:
    a. Title sheet.
    b. Notes and legends.
    c. Demolition drawings.
    d. Mechanical plan views.
    e. Mechanical details and diagrams.
    f. Mechanical equipment schedules.
6. Provide electrical engineering services to provide power to any new mechanical equipment. Depending on the extent of the electrical modifications required, electrical notes may be included on the mechanical plans in lieu of dedicated electrical plans.
7. Verify any new equipment can be supported by the existing roof. Structural details will be included on the mechanical plans if needed.
8. Drawings will be developed in AutoCAD and published electronically in PDF format.
9. Provide technical specifications in CSI booklet format.
10. Final documents will be stamped by a Registered Professional Engineer licensed in the State of Washington.
11. Provide completed Washington State Energy Code (WSEC) compliance forms for the mechanical systems.
12. Provide bidding assistance in the form of answering Requests for Information (RFI) and preparing addenda as needed.
13. Assist the County in submitting the plans for permitting and responding to comments from the Authority Having Jurisdiction (AHJ) including revisions to the documents if needed.
14. Provide construction support in the form of submittal reviews, RFI resolution, reviewing work in progress, holding regular construction meetings, and assisting with the review and preparation of change orders.
15. Provide a final walk-through to assist in the development of a punch list.
16. Provide “as-built” drawings incorporating the Contractor’s redlines at the end of construction.

ASSUMPTIONS:

1. Any design coordination or design review meetings will be held at the Benton County Coroner’s Office or by video or tele-conferencing.
2. All design and drawings will be done in accordance with Meier standards including Meier sheet borders where applicable.
3. It is assumed the existing electrical service will be adequate for the HVAC modifications and a change in service will not be required and the existing panels will be adequate to provide power to any new HVAC equipment.
4. It is assumed the existing structure is capable of supporting roof mounted HVAC equipment. Supplemental supports may be needed pending the weights of the new equipment.

DELIVERABLES:

1. Conceptual design narrative.
2. 90% construction documents: Transmitted in electronic PDF format.
3. 100% stamped construction documents: Transmitted in electronic PDF format.
4. Completed WSEC compliance forms for the mechanical systems.
5. “As-built” drawings after the completion of construction.

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

SCHEDULE:
Schedule expectation is as submitted with Meier's response to the Request for Qualifications.

All services not specifically outlined in the scope of services above shall be considered additional scope and shall be subject to a commensurate adjustment to the agreed compensation. Changes to scope shall be defined by way of a written addendum, signed by the parties, prior to proceeding with the additional work. If Meier is instructed to perform additional services before a written addendum is in place, Meier shall have the right to bill the Client for these additional services on a time and expenses basis at current Meier standard rates.

COMPENSATION:
Meier will perform design services for a firm fixed fee as follows:

Construction Documents:	$13,200
Bidding Support:	$ 1,000
Construction Support:	$ as-needed
Total	$14,200

Invoices will be submitted monthly. A 1.5% interest charge will be added for late payment beyond the normal 30-day billing period. Agreement to provide services, as stated, is valid if approved within 30 days of date submitted. Approvals beyond 30 days are subject to re-negotiation of scope and fee.

Please mail payments to:
12 W. Kennewick Avenue, Kennewick, WA 99336

OTHER TERMS AND CONDITIONS:
We assume that the County's standard agreement between Client and Meier will be provided for these services. If not, Meier's standard terms and conditions will apply.

We look forward to working with you on this Project. If the scope of work above does not adequately reflect your expectations, please let us know. It is our goal to meet your needs and budget on this Project. If you have any questions, please feel free to contact Colin Bates directly at 509.737.6962 or cmbates@meierinc.com.

APPROVED BY:

Meier Architecture • Engineering

Bobbi Keen

Digitally signed by: Bobbi Keen
DN: CN = Bobbi Keen email = bakeen@meierinc.com C = AD
Date: 2022.08.18 12:19:35 -07'00'

Signature

Bobbi Keen
Print Name

August 15, 2022
Date

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Exhibit B

Meier Enterprises Fee Schedule

Effective as of March 14, 2022

Proprietary Information

Classification	Rate
Expert Witness	300.00
Principal Project Manager	210.00
Senior Project Manager	152.00
Project Manager	145.00
Principal Engineer	180.00
Senior Technical Engineer	152.00
Senior Engineer	140.00
Project Engineer	137.00
Mid Level Engineer	120.00
Engineer	115.00
Graduate Engineer	107.00
Estimator	126.00
Principal Architect	180.00
Senior Architect	145.00
Project Architect	123.00
Architect	106.00
Architectural Intern	91.00
Project Designer	115.00
Senior Designer	108.00
Mid Level Designer	97.00
Designer	88.00
Drafter	79.00
Intern	53.00
Operations Manager	180.00
Project Accountant	90.00
IT Support	105.00
Document Controls Clerk	79.00
Administrative Assistant	74.00

1. Direct costs, such as outside consultants, reproduction, photography, etc., incurred will be billed at cost plus 12.5%.

2. Mileage costs and per diem are billed at current published General Services Administration (GSA) rates plus 12.5%.

3. MicroStation/3D/Photo Editing station costs are billed at $10.00 per hour.

4. Notary Services $10.00 per notary.

5. Hourly employees incurring overtime will be billed at the published rate above plus 25%.

6. Project related reproductions requested by the client and completed in-house to be billed at the following rates:

Bond	**8 1/2 x 11**	**$ 0.05/each**	**24 x 36**	**$ 2.00/each**
	11 x 17	**$ 0.10/each**	**30 x 42**	**$ 2.50/each**
Color Plots	**8 1/2 x 11**	**$ 2.00/each**	**24 x 36**	**$ 10.00/each**
	11 x 17	**$ 4.00/each**	**30 x 42**	**$ 15.00/each**
Mylar	**24 x 36**	**$ 10.50/each**	**30 x 42**	**$ 15.30/each**

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Exhibit C

July 7, 2022

Statement of Qualifications for Benton County Coroner's Autopsy Ventilation System Upgrade

Presented to

Benton County

Prepared by

Meier
ARCHITECTURE • ENGINEERING
Celebrating 40 years of Service

12 W. Kennewick Ave.
Kennewick, WA 99336
(509) 735-1589
(509) 783-5075 fax

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Meier
ARCHITECTURE • ENGINEERING
Celebrating 40 years of Service

July 7, 2022

Benton County
PO Box 910
Prosser, WA 99350

RE: BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

To Whom It May Concern:

Meier Architecture • Engineering (Meier) is pleased to submit the following response to the Request for Qualifications for the Benton County Coroner's Autopsy Ventilation System Upgrade.

Meier is a local small business in downtown Kennewick, WA, with a 40-year history of providing professional services. We are an employee-owned, architectural, and engineering firm with a staff of 42 including five (5) licensed mechanical engineers, as well as three (3) mechanical designers to support them. We have completed over seven (7) projects for Benton County in the last six (6) years. We have the depth, diverse experience, and in-house support from our mechanical engineers to confidently complete the ventilation system upgrades for the Benton County Coroner's office.

We greatly appreciate the opportunity and look forward to working with you. If you have any questions, please feel free to contact me directly at 509.737.6908 or bakeen@meierinc.com.

Thank you for your time and consideration.

Sincerely,

Bobbi Keen
Controller/Operations Manager

Proposal No. P22-0215
Letter No. 22-0046

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Executive Summary of Our Proposal

Our response to this Request for Qualifications (RFQ) will illustrate that Meier Architecture • Engineering (Meier) is qualified to perform this work based on our experience with Benton County (County), completion of similar projects, and our depth and capacity to complete this project in a timely manner. Our experience with the County includes the Benton County Justice Center Controls in Kennewick and work on several projects with the County over the past six (6) years. We are well versed and familiar with the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 170 – Ventilation in Health Care Facilities which specifically covers autopsy rooms. With five (5) licensed mechanical engineers and three (3) additional mechanical design professionals, we are confident we can complete this project within an agreeable time frame and budget.

Our response to this RFQ will address our approach to this project, outline a schedule, address lines of communication, illustrate similar projects, and introduce our qualified staff. We will also provide references for the County's review. Meier is well qualified to complete this project. As such, we are pleased to submit the following response for the Benton County Coroner's Autopsy Ventilation System Upgrade Project.

Company Introduction

Meier brings the capability, staff, commitment, and experience necessary to provide design services to the County for the Coroner's Autopsy Ventilation System Upgrade.

Meier is a small business, located in Historic Downtown Kennewick, WA. Over the past 40 years, Meier has successfully completed a variety of projects in Washington and Eastern Oregon, as well as numerous commercial, industrial, municipal, school, state, and federal projects. Meier's success in meeting our clients' needs is a hallmark of our enduring presence and strong reputation in the region.

As a small business, Meier provides comprehensive architectural, engineering, and consulting services. Our architects, engineers, and technical professionals support projects ranging from planning, to design and construction.

What We Offer

Architecture
Civil Engineering
Structural Engineering
Mechanical Engineering
Electrical Engineering
Qualified Persons under WA Clean Building Act

President

Paul M. Giever, PE, SE

Project Manager

Colin Bates, PE

Our Office Location

12 W. Kennewick Ave.
Kennewick, WA 99336
(509) 735-1589
meierinc.com

Capacity

Meier has the qualified personnel to assist the County with their engineering needs. Meier has five (5) licensed mechanical engineers and three (3) mechanical designers to support them, as well as one (1) electrical engineering manager, one (1) electrical engineer, and five (5) electrical designers to support them. With a staff of 42, we are licensed in over 30 states, and serve as members of many professional, civic,

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

and discipline-specific associations.

Our approach to each of our projects follows a successful pattern of client involvement and communication between all parties, and complete support of the entire project. Clients recognize our ability to respond and produce solutions to architectural and engineering challenges. We focus on identifying the key elements that define the project objectives and establish the design parameters. The results are facilities that meet our clients' expectations, and are easy and economical to operate and maintain.

Meier has the professional staff, support personnel, and tools to ensure that quality design and construction documents are prepared consistently for any single or multi-discipline project. The scope of services provided is tailored to meet your project needs.

Meier's office is conveniently located in Historic Downtown Kennewick and is within a 15-minute drive to the County's Coroner's office, which allows us to respond to your needs immediately.

Project Approach

Meier's understanding of the project is the County is using funds obtained through the Department of Treasury under the American Rescue Plan (ARP) and Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to make improvements to the autopsy suite at the Coroner's office. The goals of the design are to implement a system capable of maintaining a negative air pressure within the autopsy suite, integrate the system into the campus HVAC controls system, and to utilize the existing equipment to the extent practical.

Meier's involvement in this project will span the life of the project from kick-off through the end of construction. A meeting between Meier and the County will kick-off the project to discuss the scope and goals of this project. We would like to coordinate the kick-off meeting to be held on-site so that the initial site visit can be performed immediately after the kick-off meeting. While it is Meier's intent to gather the information needed in a single site visit, close proximity to the Coroner's office would allow us to make additional site visits, if needed, without additional cost to the project.

After the information is gathered, we would move into the design phase. The RFQ lists a schematic design, as well as 30%, 60%, 90%, and 100% deliverables for this project. Given that this project is specific to the autopsy suite, we feel the deliverable schedule could be condensed. Meier will develop a schematic design to convey design intent and obtain County feedback on the schematic design so we are all on the same page moving into the development of the construction documents. Once the system type is approved, we feel we could work directly towards a 75% or 90% review package followed by 100% stamped documents following review and feedback from the County. The actual deliverable schedule can be further discussed and defined during the project kick-off meeting, but we can have a more efficient schedule and budget by condensing the deliverables to be commensurate with the project requirements.

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

While autopsy suites are not a common area of design, Meier does have significant experience in applying ASHRAE Standard 170 – Ventilation of Health Care Facilities. ASHRAE Standard 170 specifically covers autopsy suite ventilation. Meier's familiarity with this standard will help ensure we provide a design based on best practices and in compliance with all state and local requirements including the Washington State Energy Code and Department of Health.

Once the documents are complete, Meier will continue to support the project through the bidding and construction process by obtaining building permits, responding to requests for information (RFI), and developing addenda during the bid process if needed. Construction support will include regular construction meetings, RFIs, change orders and submittal reviews, and site visits including a final punch list. At the completion of the project, Meier will incorporate the contractor's mark-ups into a set of as-built drawings for the County's records.

Schedule

Task	Milestone	Duration (Working Days)
1	Notice of Award	0 Days
2	Kick-off Meeting and Site Visit	10 Days
3	Schematic Design	10 Days
3a	County Review	5 Days
4	Construction Documents	40 Days
4a	75% Review Set and Cost Estimate	20 Days
4b	County Review	10 Days
4c	100% Stamped Documents	10 Days
5	Bidding Support	30 Days
5a	Permit Application	20 Days
6	Construction Support	90 Days
7	Project Closeout/As-Built Documents	10 Days
	Total	190 Days

Project Management

The County will designate a key staff member to be their Project Manager who will be the County's Point of Contact to provide final design and budgetary directives to Meier. Meier's Project Manager will be Colin Bates. In addition to Colin, Derek Archer will be assigned and the Engineer of Record for this project. Derek was the Engineer of Record for previous Benton County projects, including the Justice Center Controls Project.

County's Responsibilities

The County will need to allow Meier access to the rooms impacted by this upgrade project. Given the sensitive nature of the autopsy suite, it is understood that Meier will be escorted through the space by County personnel. Meier will confer with County staff on the proper procedures for taking photographs in the space and understand that County

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

staff may be the only ones allowed to photograph in the space.

Coordination

Throughout the process, Meier expects to be coordinating closely with County personnel, local utilities (for obtaining past billing information), and the WA Department of Commerce for technical support, as required, for the various forms and documentation required to be submitted. Meier will also coordinate with other County-contracted design personnel tasked with implementing any energy efficiency measures, however the scope of this coordination will be determined separately.

Procedures utilized to minimize costs and schedule delays

Meier believes that success for any project is improved by proper planning and effective, timely, communication. Our project management success starts with an organized approach and pre-planning support. Part of Meier's Project Management Office approach includes templates and resources for a wide range of project management functions to facilitate and support project work planning, pricing, scheduling, risk management, monitoring and control, quality management, change, and communication management. In addition to utilizing good planning tools, the following are five (5) keys the Meier Team will deploy to manage our resources to provide a timely and cost effective design:

- **Communication:** The key to minimizing costs and providing a successful project within the contracted budget is communication. Meier will involve the client in all the stages of the design process from design to construction close out.
- **Single point of contact:** Our Project Manager will be the single point of contact throughout the project, and is adept at working closely with designers and owners through the design, pre-construction, and construction of the project. If schedule delays occur due to the request of the County, Meier will stop moving forward on the design, if needed, until the County communicates that the design can resume. This will minimize design cost overrun and cost impacts to the County.
- **Consistency:** Meier has over 40 years of experience in providing highly professional teams, services, and biddable, buildable, construction documents. Whether for large projects or small, Meier is committed to providing the same high standards of quality to the County.
- **Availability:** The Team has the available staff and resources to complete this project for the County. Having the entire Design Team local will reduce costs and expedite deliverables, particularly during the construction phase of this project.
- **Flexible:** Meier is project-based and client focused. Our firm is experienced in supporting clients with multiple projects, intermittent work, and tight timeframes.

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Knowledge of Benton County

Meier has completed a variety of projects for the County since 2016. A few of them are as follows:

- **Benton County Courthouse Upgrades, Prosser, WA**
  - Meier completed a large multi-discipline renovation of the Benton County Courthouse located in Prosser, WA. Due to the extent of this project, it was broken up into phases. Phase 1 consisted of providing a Feasibility Study to evaluate and provide estimates for 10 potential remodel or upgrade projects within and around the existing Courthouse.
- **Benton County Justice Center Tenant Improvements, Kennewick, WA**
  - Meier provided architectural, structural, mechanical, and electrical engineering design services. This project consisted of a $1.5 million substantial remodel of several departments within the Benton County Justice Center Facility.
- **Benton County Justice Center Controls, Kennewick, WA**
  - Meier designed modifications for the HVAC control system, hot water system, and chilled water system.
- **Benton County Re-Roofing Projects, Kennewick, WA**
  - Meier provided architectural and construction administration support for re-roofing of nine (9) buildings which included the Courts building, Building R, the new Jail building, the Coroner's building, and the Health building.
- **Benton County Shooting Range Expansion, Richland, WA**
  - The design services are to construct a new target shooting range on an existing site with a new entrance to the shooting range from WA-225 with an electronic gate.
- **Benton County Technology Upgrades, Kennewick, WA**
  - Meier provided audiovisual system electronics, telecommunications cabling systems design services, and lighting upgrades (to meet the requirements for an energy grant) for Benton County courts.

Benton County Superior Court

Benton County Justice Center Conference Room

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Project Experience

Einan's Funeral Home Remodel and Addition
Richland, WA

Point of Contact
Holley Sowards
915 Bypass Highway
Richland, WA 99352
509.943.1114

Meier's Role
Architecture
Civil Engineering
Structural Engineering
Mechanical Engineering
Electrical Engineering

Meier provided architectural, civil, structural, mechanical and electrical design services for an approximately 7,600 SF remodel and 3,250 SF addition to Einan's Funeral Home in Richland, WA. Mechanical design included a combination of revising the existing systems, as well as the addition of new systems to service the facility. Particular areas of design included the prep room, cooler/casket storage, and the retort area. These spaces all had dedicated ventilation systems with individual exhaust fans to maintain negatively pressurized spaces and outside air intake integrated into the split systems. The retort room utilized a dedicated make-up air system due to the high volume of airflow.

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Benton County Justice Center Controls
Kennewick, WA

Point of Contact
Paul Schut
PO Box 910
Prosser, WA 99350
509.737.3943

Meier's Role
Architecture
Mechanical Engineering
Electrical Engineering

Meier provided mechanical engineering services for Benton County to update the facilities HVAC controls, as well as upgrade the chilled water system and modify the domestic hot water loops. Meier conducted site visits to determine the physical location of controls equipment and hardware to be upgraded. The design for the HVAC control system included software and user interface updates with a new front end system. Construction documents were included for the updated chilled water plant and modified hot water loops.

The final bid documents included specifications for the bidding process, controls installation, and drawings showing the locations of controls equipment impacted by this project. This included control diagrams corresponding to the sequences of operation and modifications to the existing chilled water system. Meier prepared and developed the sequences of operation for the new controls system.

Good Sheppard Medical Center Sleep Room
Hermiston, OR

Point of Contact
Daniel Bendewald
PO Box 7287
Kennewick, WA 99336
509.586.1104

Meier's Role
Mechanical Engineering

Meier provided mechanical and plumbing design for converting a space within the hospital to a sleep study clinic. Mechanical design was in accordance with the Oregon Specialty codes and the ASHRAE standard 170 for healthcare applications. Meier provided stamped construction documents for plumbing and HVAC.

Kadlec Sterile Processing HVAC Modifications
Richland, WA

Point of Contact
Jason Rose
888 Swift Blvd.
Richland, WA 99352
509.942.3087

Meier's Role
Mechanical Engineering
Electrical Engineering

The Sterile Processing area at Kadlec Hospital was served by a variable air volume system with a central air handler. The space was having issues maintaining both the proper conditioning for adequate comfort levels, while also maintaining the required pressure differentials to the adjacent areas. Meier provided mechanical engineering support to help correct the issues and provided construction documents for the modifications.

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Introduction

Mr. Bates has over 17 years of experience in mechanical engineering including commercial, educational, and federal projects. Mr. Bates has extensive experience in new construction and retrofit projects. As a mechanical engineer, he is focused on the challenges related to innovative and energy efficient design, as well as architectural integration. Mr. Bates is a recognized member of the American Society of Heating, Refrigerating and Air-Conditioning Engineers. His areas of expertise include plumbing design, HVAC design, educational and commercial facilities, 3D modeling and animation, building energy modeling, and concept-to-completion project management.

Project Experience

- Benton County Courthouse Upgrades, Prosser, WA
- Benton County Justice Center Controls, Kennewick, WA
- Benton County Moderate Risk Waste Collection Facility, Kennewick, WA
- Benton County Technology Upgrade, Kennewick, WA
- Clark County Skills Center Building #500 Remodel Design, Vancouver, WA
- Columbia County Courthouse HVAC Upgrades, Dayton, WA
- Columbia County Fairgrounds Restroom Remodel, Dayton, WA
- Einan's Funeral Home Remodel and Addition, Richland, WA
- Good Shepard Medical Center Sleep Room Mechanical Design, Hermiston, OR
- Grant County Fire Station Mechanical Design, Quincy, WA
- Kadlec Sterile Processing HVAC Modifications, Richland, WA
- Lifestyle Eye Center New Ophthalmology Clinic and Ambulatory Surgery Facility, Walla Walla, WA
- Lourdes Medical Center Emergency Department Remodel, Pasco, WA
- Northwest Orthopedics Exam Area Remodel, Richland, WA
- Tri-City Community Health Building Controls Upgrade, Pasco, WA
- Twin Rivers Community Facility Group Home Design, Richland, WA
- Union County New Courthouse Building Design, La Grande, OR
- Walla Walla County Public Health Center and Annex, Walla Walla, WA
- Washington State Patrol Crime Lab Tenant Improvements, Kennewick, WA
- Yakama Nation Quarantine Response Center Renovation and Expansion, Toppenish, WA

Colin Bates, PE
Project Manager

Education

Bachelor of Science, Mechanical Engineering, University of Washington

Registrations/Licenses

Professional Engineer: Washington and California

Professional Affiliations

American Society of Heating, Refrigerations, and Air Conditioning Engineers,
National Council of Examiners for Engineering and Surveying

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Introduction

Mr. Archer has experience as a designer of HVAC and plumbing systems for a variety of commercial and industrial buildings. Experience includes heating and cooling load calculations, equipment selection, ductwork design and layout, heating and chilled water system layout including boiler, chiller, and pump plants. Plumbing system design experience includes domestic water and sanitary sewer system design, as well as medical gas piping systems. Experience also includes, facility energy audits, condition surveys, mechanical system commissioning, and building energy modeling.

Project Experience

- Benton City Medical Clinic Design, Benton City, WA
- Benton County Courthouse Upgrades, Prosser, WA
- Benton County Justice Center Controls, Kennewick, WA
- Benton County Justice Center Tenant Improvements, Kennewick, WA
- Benton County Moderate Risk Waste Collection Facility Design, Kennewick, WA
- Benton County Prosser Courthouse Improvements, Prosser, WA
- Benton County Re-Roofing, Kennewick, WA
- Benton County Technology Upgrades, Kennewick, WA
- Blackfeet Community Hospital Emergency Room Waiting Room Design, Browning, MT
- Blackfeet Hospital North Clinic Renovation, Browning, MT
- Canyon View Group Home Kitchen Upgrade, Wenatchee, WA
- Clark County Skills Center Building #500 Remodel Design, Vancouver, WA
- Columbia Basin College Health Science Center Tenant Improvement, Richland, WA
- Einan's Funeral Home Remodel and Addition, Richland, WA
- Good Shepherd Medical Center Warehouse Upgrade, Hermiston, OR
- Good Sheppard Medical Center Columbia Professional Plaza Mechanical Design, Hermiston, OR
- Good Sheppard Medical Center Sleep Room Mechanical Design, Hermiston, OR
- Grant County Fire Station Mechanical Design, Quincy, WA
- Klickitat County Dispatch Design, Goldendale, WA
- Union County New Courthouse Building Design, La Grande, OR
- Walla Walla County Juvenile Detention Center HVAC Study, Walla Walla, WA

Derek Archer, PE
Mechanical Engineer

Education

Bachelor of Science, Mechanical Engineering, Washington State University

Registrations/Licenses

Professional Engineer: Washington, Oregon, Arizona, and California

Professional Affiliations

American Society of Heating, Refrigerating, and Air-Conditioning Engineers

Certifications

Qualified Persons under WA Clean Building Act

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Introduction

Mr. Dehkordi has over 26 years of experience in electrical engineering and instrumentation and controls (I&C) in various industries. His areas of expertise are in Control Design Authority and I&C. His experience includes design of the electrical systems in the industrial and commercial facilities to include determination of service size, design of lighting systems, and other power and control designs.

Meier Experience

Nasser performs review or verification, as appropriate, for all services and document deliverables under department control. He also monitors and controls department quality assurance systems. Mr. Dehkordi acts as subject matter expert and chief technical design authority for the department. He assesses and/or recommends production standards, processes, and procedures for implementation by the Group Manager, as well as being a technical mentor and trainer for engineers in the electrical group.

Professional Experience

- Electrical Power and Control Design Authority:
  - Acted as the Design Authority (DA) for a facility, responsible for overall operation, maintenance, and new construction of the electrical distribution system and the I&C of the facility.
  - Responsible for performing electrical safety risk assessments and arc flash evaluations using SKM software to ensure safety of the electrical workers.
  - Responsible for maintaining the configuration control of the facility.
  - Prepared life extension studies/philosophy to upgrade the electrical/control system of an old aging nuclear facility:
    - Developed a conceptual design philosophy to completely upgrade the electrical control system of an aging crane; retrofitting a Programmable Logic Controller based control system to replace an old drum/resistor control scheme.
    - Developed a conceptual design to replace the entire 2.4kV/480V Delta corner-grounded distribution system to a standard 13.8kV-480 Delta-Y grounded system.
- Electrical/I&C Discipline Supervisor:
  - Provided leadership and managed a team of four (4) Electrical/I&C Engineers and two (2) designers to ensure completion of assigned tasks, production of high-quality design media, and meeting project deadlines.

Nasser Dehkorfi, MSEE, PE
Electrical Engineer

Education

Master of Science, Electrical Engineering, Washington State University

Bachelor of Science, Electrical Engineering, Washington State University

Registrations/Licenses

Professional Engineer: Washington, Oregon, and California

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Introduction

Mr. Newell has over 17 years of experience in mechanical engineering. He is currently responsible for project management and mechanical engineering designs of industrial, commercial, and educational facilities. Duties include project management, analysis and design, developing construction documents, estimating, construction observation, and construction administration. He uses the RSMeans database for cost estimating. He is experienced in applying building, state, and local codes, as well as various other project/client specific codes during the design process and construction phase.

Project Experience

- Benton County Justice Center Tenant Improvements, Kennewick, WA
- Christian Aid Center Structural and Mechanical Design, Walla Walla, WA
- City of Kennewick Library and Police Department HVAC Upgrades, Kennewick, WA
- Cooper George Building Mechanical, Electrical, and Plumbing Assessments, Spokane, WA
- Coulee City New Medical Center Design, Coulee City, WA
- Einan's Funeral Home Remodel and Addition, Richland, WA
- Gentle Dental Tenant Improvements, Palo Alto, CA
- Harrah Elementary School Evaluation, Harrah, WA
- Hospitality Room Code Analysis and Foyer Expansion, Richland, WA
- Kittitas PUD Master Plan, Ellensburg, WA
- Lake Chelan Community Center Design, Chelan, WA
- Moses Lake Waste Transfer Building Fire Damage Assessment, Moses Lake, WA
- Northwest Orthopedics Exam Area Remodel, Richland, WA
- Oregon Department of Corrections HVAC Replacement, Baker City, OR
- Pasco School District Pre K Center Remodel, Pasco, WA
- Port of Kennewick AG Engineering HVAC Replacement, Kennewick, WA
- Port of Kennewick Bruker Facility Remodel, Kennewick, WA
- Port of Pasco Battelle-PNNL Aircraft Hangar Facility Design, Pasco, WA
- Sunnyside High School Expansion, Sunnyside, WA
- Sunset and Americana Apartments Ventilation, Pasco, WA
- Two Rivers Correction Institution Hot Water Heater Replacement Study, Umatilla, OR
- West Richland Facility Assessments, West Richland, WA
- Yakama Nation Warriors Building Renovation, Toppenish, WA

Jeremiah Newell, PE
Mechanical Engineer/
Cost Estimator

Education

Bachelor of Science, Mechanical Engineering, Eastern Washington University

Registrations/Licenses

Professional Engineer: Washington

Professional Affiliations

American Society of Heating, Refrigerating, and Air-Conditioning Engineers

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Questionnaire Completed by:

Firm Name: The Salcido Connection, Inc.

Point of Contact: Malachi Salcido, CEO

Point of Contact Email and Phone #: malachi@salcidoconnection.com, 509-884-6868

Contract Number: 10847B -- Betahatch Flagship Project

Location of Project (Town/State): Cashmere, WA

Awarded Period of Performance: 10-2020 to 10-2021

Awarded Project Amount: Total project budget app. $12MM; Meier portion app. $175,000.00 to date

Performance Elements	Exceptional	Very Good	Satisfactory	Unsatisfactory
Quality of Service	X			
Cost Control	X			
Timeliness of Performance	X			
Business Relations	X			

Remarks on outstanding performance:

Meier Engineering & Architecture has performed with excellence for our firm on multiple past projects, and they continue to do excellent work across multiple engineering and architectural disciplines with this current and very challenging project. Meier is our go-to engineering and architecture firm.

Remarks on unsatisfactory performance:

None.

Would you do business with this company again?

Yes, absolutely.

Digitally signed by Malachi Salcido
Date: 2021.05.28 14:18:26 -07'00'

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Questionnaire Completed by:

Firm Name: Apollo, Inc

Point of Contact: Pete Firth

Point of Contact Email and Phone #: pfirth@apollo-gc.com - 509-987-1507

Contract Number: 410818D002

Location of Project (Town/State): Boardman, Oregon

Awarded Period of Performance: October 2019 - January 2022

Awarded Project Amount: $10,512,000.00

Performance Elements	Exceptional	Very Good	Satisfactory	Unsatisfactory
Quality of Service	X			
Cost Control	X			
Timeliness of Performance	X			
Business Relations	X			

Remarks on outstanding performance:

Meier continues to provide excellent professional design services that are competitively priced and aggressive in schedule. We have done numerous projects with them and continue to provide successful projects to developers.

Remarks on unsatisfactory performance:

Would you do business with this company again?

Yes.

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

PORT of KENNEWICK

COMMISSIONERS | DON BARNES | THOMAS MOAK | SKIP NOVAKOVICH

January 25, 2018

Letter of Recommendation for Meier Architecture Engineering

To Whom It May Concern:

I am pleased to confirm that Meier Architecture Engineering does indeed offer a thoughtful approach to collaborative design and development. Meier was recently selected by the Port of Kennewick as the primary architecture and engineering team employed to design a new building for the port in the Columbia Gardens wine and artisan village located in downtown Kennewick.

Meier architects have presented the port with a unique building design that embraces the surrounding waterfront while staying mindful of a strict budget and site constraints. Meier team members have maintained excellent communication throughout the design process, listened to our needs and offered creative solutions.

For questions or clarification I may be contacted at (509) 586-1186.

Kind Regards,

Amber Hanchette
Director | Real Estate & Operations

350 CLOVER ISLAND DRIVE | SUITE 200 | KENNEWICK, WA 99336
509.586.1186 | FAX: 509.582.PORT (7678) | WWW.PORTOFKENNEWICK.ORG

DocuSign Envelope ID: 08EA642F-59D7-48A9-B117-457F90858D49

Leading the Way

January 29, 2018

Re: Meier Architecture Engineering

To Whom It May Concern:

In support of our region's economic growth, the City of Kennewick has worked with Meier Architecture Engineering on multiple initiatives, including revitalization of our historic downtown commercial business district. It's with community partners like Meier that we're able to engage stakeholders in playing an active role in efforts to attract more businesses and visitors to Kennewick's original commercial and residential core.

Before Meier made the choice to relocate to the neighborhood, they included the city in conversations about its revitalization plans, current community perceptions, and opportunities to get involved. Their significant investment in the renovation of their own property, the volunteer hours their staff lends to various projects and events, and the more than 40 employees that work, eat and shop downtown are grateful additions to Kennewick. Their involvement with the Historic Downtown Kennewick Partnership Board of Directors and various committees earned them the distinguished *Downtown Business of the Year* honor for 2016.

In partnership with the City of Kennewick, Port of Kennewick, Historic Downtown Kennewick Partnership, Visit Tri-Cities and the Benton Franklin Council of Governments, Meier is helping the *Bridge to Bridge River to Rail Revitalization Committee* develop and plan the implementation of the community's vision to enhance the historic district's walkability and curb appeal. This is no easy feat when wrestling with multiple stakeholders, historic properties and land use issues, yet Meier continues to contribute and help move progress forward.

Now more than ever, government leverages private sector resources and community partnerships to get things done. The City of Kennewick is fortunately to have Meier Architecture Engineering and its professional workforce in its own backyard to cooperatively invest in efforts that create a unique sense of place and attract additional investment.

Respectfully,

Emily Estes-Cross
Economic Development & Tourism Director

Emily.Estes-Cross@ci.kennewick.wa.us • O: (509) 585-4258 • F: (509) 585-4445
210 W 6th Ave • PO Box 6108 • Kennewick, WA 99336-0108

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Contract w/ Bouten Construction Company for Three Rivers Behavioral Health Recovery Center Project
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

On March 24, 2023, Benton County received approval from the Capital Projects Advisory Review Board(CPARB) to use the Progressive Design Build process for the Three Rivers Behavioral Health Recovery Center.

On May 16, 2023, the County advertised for Statement of Qualifications for design-build teams starting the selection process for the Progressive Design-build project.

On August 22, 2023, the Board of County Commissioners awarded the Progressive Design-build project to Bouten Construction Company.

A contract has been prepared, reviewed, and approved as to form by our Special Deputy Prosecutor, Robynne Thaxton, and has been executed by Bouten Construction Company.

The initial "Validation Phase" is included in the attached contract, with future design and construction phases to be addressed with contract amendments.

Fiscal Impact

Amount: $523,507.00 Validation Phase

Fund: Capital Projects Fund

Recommendation

Execute the attached contract with Bouten Construction Company for the design and construction of the Three Rivers Behavioral Health Recovery Center Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A CONTRACT WITH BOUTEN CONSTRUCTION COMPANY FOR THE DESIGN AND CONSTRUCTION OF THE THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER PROGRESSIVE DESIGN PROJECT

WHEREAS, on March 24, 2023, Benton County received approval from the Capital Projects Advisory Review Board(CPARB) to use the Progressive Design Build process for the Three Rivers Behavioral Health Recovery Center; and

WHEREAS, on May 16, 2023, the County advertised for Statement of Qualifications for design-build teams starting the selection process for the Progressive Design-build project; and

WHEREAS, on August 22, 2023, the Board of County Commissioners awarded the Progressive Design-build project to Bouten Construction Company; and

WHEREAS, a contract has been prepared, reviewed, and approved as to form by our Special Deputy Prosecutor, Robynne Thaxton, and has been executed by Bouten Construction Company; and

WHEREAS, the initial "Validation Phase" is included in the attached contract, with future design and construction phases to be addressed with contract amendments; **NOW THEREFORE,**

BE IT RESOLVED the Board of County Commissioners approves the attached contract with Bouten Construction Company for the initial "Validation Phase" in the amount not to exceed $523,507.00, excluding W.S.S.T. with future contract amendments for Phase 1, design and early procurement, and Phase II, construction with a guaranteed maximum price (GMP), of the Three Rivers Behavioral Health Recovery Center Project; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract with Bouten Construction Company; and

BE IT FURTHER RESOLVED the contract shall expire one year after the final acceptance of the Three Rivers Behavioral Health Recovery Center Project.

Dated this 19th day of September, 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement P. Schut
cc: R.Blain Bouten Construction Company

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

Document No. 530
Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

TABLE OF CONTENTS

Article	Name	Page
Article 1	Scope of Work	2
Article 2	Contract Documents	2
Article 3	Interpretation and Intent	2
Article 4	Ownership of Work Product	3
Article 5	Contract Time	4
Article 6	Contract Price	7
Article 7	Procedure for Payment	14
Article 8	Termination for Convenience	15
Article 9	Representatives of the Parties	16
Article 10	Bonds and Insurance	17
Article 11	Other Provisions	17

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

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

This **AGREEMENT** is made as of the Eighth day of September in the year of Two Thousand Twenty-Three, by and between the following parties, for services in connection with the Project identified below:

OWNER:
(Name and address)

Benton County, Washington
7122 W. Okanogan Place
Kennewick, WA 99336

DESIGN-BUILDER:
(Name and address)

BOUTEN CONSTRUCTION COMPANY
P.O. Box 3507
627 N. Napa Street
Spokane, WA 99220-3507

PROJECT:
(Include Project name and location as it will appear in the Contract Documents)

Benton County Three Rivers Behavioral Health Recovery Center
Progressive Design-Build

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, Task Orders, Contract Amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition, as amended) ("General Conditions of Contract"), including but not limited to the GMP Amendment in accordance with Section 6.6 herein, provided such Amendment is executed between the parties;

2.1.2 This Agreement, including all exhibits but excluding, if applicable, the GMP Amendment;

.1	Exhibit A:	Owner's Project Criteria
.2	Exhibit B1:	Insurance Exhibit – Design-Builder's Insurance Requirements
.3	Exhibit B2:	Form of Payment Bond
.3	Exhibit B3:	Form of Performance Bond
.4	Exhibit C:	Phase 1 and 2 Scope of Services
.5	Exhibit D:	Validation Period Level of Effort – included in Project Task Order
.6	Exhibit E:	Hourly Rates, Unit Prices, and Allowance Items – included in Project Task Order
.6	Exhibit F:	Form GMP Amendment
.7	Exhibit G:	Form Change Orders

2.1.3 The General Conditions of Contract; and

2.1.4 Initial Project Scope, Design Submissions, the Design Log, and the Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract and Exhibit C, the most recent approved documents governing over previously approved documents.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including but not limited to the various documents comprising the Owner's Project Criteria, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or after the parties' execution of the GMP Amendment, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design or prescriptive specifications: Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design or prescriptive specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications, for the purposes of developing the Scope of Services for the Validation Period, the Validation Period Not to Exceed Amount, and the Design-Builder's Fee Percentage set forth in Design-Builder's Proposal. However, during the Validation Period in Phase 1, Design-Builder is required to perform an independent evaluation of all Owner Provided Information as outlined in Exhibit C. Further, regardless of the inclusion of design or prescriptive specifications or criteria, Design-Builder shall remain responsible for meeting the performance requirements of the Project, including but not limited to the requirements that the Project meet the Owner's Project Criteria, the Initial Project Scope, the Basis of Design Documents as well as all applicable Legal Requirements. Provided Design-Builder complies with other requirements set forth in this Agreement such as those regarding notice of claims to Owner and identification of differing site conditions, Design-Builder shall be entitled to an adjustment in the Scope of Services for the Validation Period Scope, the Validation Period Not to Exceed Amount and/or the Design-Builder's Fee Percentage, but only to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification or prescriptive specifications that are inconsistent with meeting the performance requirements. When the parties enter the GMP Amendment, the Basis of Design Documents will establish what is required for the completion of the project and will have a higher precedence than previous documents.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents. The Contract Documents may not be changed, modified, or altered except in writing signed by the parties.

3.6 Design-Builder was selected based in part on the qualifications of the Key Team Members identified in the Design-Builder's Statement of Qualifications and Proposals. Design-Builder may not substitute the identified Key Team Members without written permission from Owner, such permission shall not be unreasonably withheld. Any substituted Key Team Member must possess the same or better qualifications as the previously approved Key Team Member.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy, maintain, and furbish the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner shall not be required to pay Design-Builder compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within ten (10) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 The Validation Period shall be completed no later than **February 15, 2024**. The parties will establish a date for Phase 1 Completion at the conclusion of the Validation Period and for Substantial Completion of the entire Work during Phase 1 and as part of the GMP Amendment ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be determined during Phase 1. The Parties may establish separate Substantial Completion Dates for portions of the Project. For each Substantial Completion Date, the parties will comply with the process established in Section 6.6 of the General

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

Conditions. Substantial Completion of the Project shall occur when the last portion of the Project has achieved Substantial Completion.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2. of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. The parties will establish liquidated damages for the failure to timely complete the Project during Phase 1 and will include the liquidated damages in the GMP Amendment.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s) for which liquidated damages are established.

5.8 Owner's Review Time. Unless otherwise set forth in the Contract Documents, the parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.8.1 Owner shall have a minimum of 14 days of receipt by Owner to review all Design Submissions, the Project Schedule and any updates thereto.

5.8.2 Owner shall make reasonable efforts to review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule and any updates thereto within 21 days of receipt by Owner. If Owner is unable to review and respond within the established timeline, Owner shall provide written notice to Design-Builder.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") as set forth herein.

.1 Subject to the provisions of the Contract Documents, the Owner shall pay Design Builder for each Phase of the Project in accordance with Section 6.6 of the Agreement. Design Builder's compensation shall be subject to the Phase 1 NTE and the GMP, as applicable. The Phase 1 NTE, and the GMP, as applicable, shall be the maximum amount that the Design Builder may be compensated for the applicable Contract Phase, as amended pursuant to this Contract. The maximum amount that the Design Builder may be compensated pursuant to this Agreement for any given phase shall also be referred to as the Contract Price ("Contract Price"). The elements of the Design Builder's compensation, subject to the Contract Price are set forth herein. If the sum of the Design-Builder's

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

compensation is less than the Phase 1 NTE and/or the GMP, as applicable, the savings shall go to the Owner.

.2 The parties acknowledge that the scope of work for this Project is not fully developed at the time of execution of the Agreement. The Design-Builder shall develop the Basis of Design Documents and other deliverables in Exhibit C such that the total Compensation to the Design-Builder shall not exceed the GMP, unless the parties agree in writing to increase the GMP or the Design-Builder is otherwise entitled to an increase to the GMP pursuant to the terms of the Contract Documents.

6.2 Design-Builder's Fee Percentage.

6.2.1 Design-Builder's Fee Percentage shall be: **Five and one quarter percent (5.25%)** of the Cost of the Work, as adjusted in accordance with the Contract Documents.

6.2.1.1 The Design-Builder's Fee Percentage shall include the following items, which shall not be charged as a Cost of the Work.

.1 All profit of the Design-Builder for this Project; and

.2 All regional and home office overhead expenses, including labor and materials, phone, facsimile, postage, internet service, and other incidental home office expenses attributed to Work on this Project.

6.2.1.2 The Design-Builder's Fee Percentage set forth above does not apply to Self-Performed Construction Work as defined in Section 1.02 of Exhibit C. The parties will negotiate the Design-Builder's Fee Percentage on Self-Performed Construction Work pursuant to Section 1.03.C of Exhibit C.

6.2.1.3 The Design-Builder's Fee Percentage shall not be applied to the Design-Builder's costs for insurance and bonding, taxes, or permits.

6.2.2 If the Parties enter into the GMP Amendment, Design-Builder shall be paid a lump sum fee (the "Lump Sum Fee") determined by multiplying the applicable Design-Builder's Fee Percentage by the estimated Cost of the Work included in the GMP Amendment. If the parties have negotiated Self-Performed Construction Work pursuant to Section 1.02 of Exhibit C, the Lump Sum Fee shall also include the Design-Builder's Fee Percentage on Self-Performed Construction Work. The estimated Cost of the Work shall include the Lump Sum General Conditions Amount. The Lump Sum Fee will be earned and paid on a monthly basis following execution of the GMP Amendment on a percentage of completion basis. The Design-Builder's Contingency as defined in Section 6.4.4.1.b and the Design-Builder's Insurance and Bonding costs shall be excluded from the Cost of the Work when calculating the Lump Sum Fee.

6.2.4 The Lump Sum Fee established in the GMP Amendment shall not be modified unless the GMP varies, either upward or downward, by more than five percent (5%) from the GMP set forth in this Agreement ("Original GMP").

.1 If the GMP increases by more than five percent (5%) above the Original GMP, the Lump Sum Fee shall be increased by the amount of the Fee Percentage multiplied by that portion of the Cost of the Work that is in excess of one hundred five percent (105%) of the Cost of the Work set forth in the Original GMP.

.2 If the GMP decreases by more than five percent (5%) below the Original GMP, the Lump Sum Fee shall be decreased by the amount of the Fee Percentage multiplied by that portion of the Cost of the Work that is less than ninety-five percent (95%) of the Cost of the Work set forth in the Original GMP.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

.3 The Design Builder's Contingency as defined in Section 6.4.4.1.b. shall be excluded from the Cost of the Work when calculating adjustments to the Lump Sum Fee.

.4 The Design-Builder's Insurance and Bonding Costs shall be excluded from the Cost of the Work when calculating adjustments to the Lump Sum Fee.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and necessarily incurred by Design-Builder in the proper performance of the Work. Unless included in the Lump Sum General Condition the Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit E and performing the function set forth in said Exhibit.

6.3.4 Unless included in Lump Sum General Conditions, costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work. Such costs must be approved in writing by Owner in advance.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants. Contracts with Subcontractors and Design-Consultants that are paid on the basis of a Lump Sum must be approved in advance by the Owner, such approval shall not be unreasonably withheld. Payments to Subcontractors and Design-Consultants shall be consistent with the hourly rates set forth in Exhibit E.

6.3.7 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work. The material costs shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in writing in advance by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

6.3.8 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.9 Costs of removal of debris and waste from the Site.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

6.3.10 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.11 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. The rental charge the applicable rental cost as established by the lower of the local prevailing rate published in the Rental Rate Blue Book by Data Quest. San Jose. California or the actual rate paid to an unrelated third party as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. The rental rates are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for no longer than two (2) weeks) on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established, the Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work

6.3.12 Premiums for bonds required by this Agreement or the performance of the Work are reimbursable; however, the Design-Builder's Fee Percentage shall not be applied to the cost for insurance and bond costs. Insurance shall be billed at a rate of 1% of the cost of work. This is a fixed rate and not subject to audit.

6.3.13 All fuel and utility costs incurred in the performance of the Work.

6.3.14 Sales, use, B&Oor similar taxes, tariffs or duties incurred in the performance of the Work; however, the Design-Builder's Fee Percentage shall not be applied to the cost for taxes.

6.3.15 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents; however, the Design-Builder's Fee Percentage shall not be applied to the cost permits.

6.3.16 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.17 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.18 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.19 Accounting and data processing costs related to the Work.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

6.3.20 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner and not included in the Design-Builder's Contingency pursuant to Section 6.4.4.1.b.

6.4 Other Methods of Compensation

Within the Phase 1 NTE or the GMP, the parties may agree to the following methods of pricing Design-Builder's Compensation

6.4.1 Allowance Items and Allowance Values.

.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Exhibit E or the GMP Amendment and are included within any established NTE and the GMP, as applicable.

.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance directly associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and Lump Sum General Conditions Costs, Design-Builder's Fee Percentage, Lump Sum Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

.5 Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.1.4; however, Design-Builder must provide written notice of the difference between the actual cost and the Allowance Value pursuant to the Changes provisions in the General Conditions. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4.2 Not To Exceed Sums

.1 The Owner and Design Builder may establish Not to Exceed ("NTE") Sums for specific scopes of the Work ("NTE Scopes"). Any such NTE Sum will be negotiated between the Owner and Design-Builder pursuant to Section 6.6.1.5 of the Agreement and memorialized through an NTE Amendment in the form attached as Exhibit H.

.2 For each scope of work for which a NTE Sum has been established, the Design-Builder shall be reimbursed for the NTE Scope as a Cost of the Work; however,

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

Design-Builder's compensation shall not exceed the NTE Sum without a written Change Order.

.3 Design-Builder shall not request reimbursement for costs that are within the NTE Scope unless those costs are identified in the Payment Application as subject to the NTE Sum. Except as allowed in Section 6.4.4.1.b, costs that are within the NTE Scope that are in excess of the NTE Sum shall be the sole responsibility of the Design-Builder.

.4 NTE Sums and NTE Scopes may only be modified by Change Order pursuant to the General Conditions.

6.4.3 Lump Sums

.1 The Owner and Design-Builder may establish Lump Sums for specific scopes of the Work. Any such Lump Sum will be negotiated between the Owner and Design-Builder. The Lump Sum agreed upon by the Parties shall be incorporated into the GMP Amendment or a Change Order, and the parties shall include the following information:

a. A specific description of the Scope of the Work that is subject to the Lump Sum;

b. An updated Schedule of Values that incorporates the Lump Sum; and

c. Any milestone dates associated with the scope of the Work associated with the Lump Sum.

.2 For each scope of work for which a Lump Sum has been established, the Design-Builder shall be compensated pursuant to the Schedule of Values set forth above based on the percentage of the Scope of the Work subject to the Lump Sum that has been completed.

.3 Design-Builder shall not request reimbursement for costs that are within the scope of the Lump Sum unless those costs are identified in the Payment Application as subject to the Lump Sum. Except as allowed in Section 6.4.4.1.b, costs that are within the scope of the Lump Sum that are in excess of the Lump Sum shall be the sole responsibility of the Design-Builder.

.4 Lump Sums may only be modified via Change Order pursuant to the General Conditions

6.4.4 Contingencies

.1 The Parties shall establish, as part of any NTE and the GMP, the following Contingencies which are available for Design-Builder's exclusive use for the below described unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents (collectively "Contingency Items"). Continency Items include the costs described below, which are subject to written approval by the Owner. The Owner may, in its discretion, approve other costs that may be reimbursed under a Contingency; however, in no case shall the Design-Builder be entitled to use the Contingency for payment of Liquidated Damages that it may be assessed pursuant to this Agreement.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

(a) Cost of the Work Contingency. The Cost of the Work Contingency is reimbursed as a Cost of the Work. The Cost of the Work Contingency is available to the Design-Builder for the following items:

(i) Trade buy-out differentials;

(ii) Escalation of materials; and

(iii) Other direct Costs of the Work that are not included in the Design-Builder's Contingency, but only with the prior written consent of the Owner.

(b) Design-Builder's Contingency. The Design-Builder's Contingency is available to the Design-Builder for items that are not excluded by Section 6.5 hereof and include but are not limited to the following items:

(i) Overtime or acceleration;

(ii) Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work, design errors or omissions (excluding any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained;

(iii) Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder;

(iv) Subcontractor or other tier defaults to the extent not compensated by any surety or bond; or

(v) Costs that are in excess of an NTE Sum or Lump Sum.

.2 Except as set forth in Section 6.4.4.3 below, the Design-Builder shall be reimbursed for Contingency Items in the same manner as set forth in Section 6.3 of the Agreement; however, Design-Builder's compensation for Contingency Items shall not cumulatively exceed the amount set forth as the Design-Builder's Contingency in the applicable NTE or GMP without a written Change Order.

.3 Design-Builder shall not be entitled to apply the Design-Builder's Fee Percentage for items reimbursed under Section 6.4.4.1.b, the Design-Builder's Contingency. Further, the amounts included in the Design-Builder's Contingency set forth in Section 6.4.4.1.b shall be excluded from the calculation set forth in Section 6.2.3 to establish the Lump Sum Fee and the calculation set forth in Section 6.2.4 to determine whether the GMP has changed.

.4 Prior to the final accounting, the Contingencies are not available to Owner for any reason, including, but not limited to changes in scope or any other item which

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

would enable Design-Builder to increase an NTE or GMP under the Contract Documents.

.5 Design-Builder shall provide Owner notice of all anticipated charges against the Contingencies and shall provide Owner as part of the monthly status report required by the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from a Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.4.5 Lump Sum General Conditions Costs

.1 If the Parties enter into the GMP Amendment, the Parties shall establish an amount for the Lump Sum General Conditions Costs. The parties shall determine the portions of the Cost of the Work set forth in Section 6.3 that are included in the Lump Sum General Conditions Costs, and the parties shall include a description of such costs in the GMP Amendment. Unless the parties agree in writing otherwise, the costs that will be included in the Lump Sum General Conditions Costs are as follows:

a. Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work. Specifically, the following personnel are included in the Lump Sum General Conditions Amount:

i. Project Executive

ii. Project Manger

iii. Superintendent and/or Construction Manager

iv. Quality Control Manager

v. Project Field Engineer and/or Design Manager

vi. Project Controls

vii. Project Scheduler

viii. Safety Manager

b. Wages or salaries of Design Builder's personnel stationed at Design Builder's principal or branch offices, but only to the extent said personnel are approved in advance of the performance of the Work in writing by the Owner.

c. Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under this Section.

d. The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work and with the written consent of the Owner as set forth below:

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

i. Meals and Incidental Expenses: Meals and incidental expenses will be limited to the Federal Per Diem rate for meals and incidentals established for the location where lodging is obtained. Federal Per Diem guidelines which includes the meal breakdown and Federal Per Diem rates for other locations can be found at www.gsa.gov.

ii. Lodging: Lodging will be billed at cost, including applicable taxes, not to exceed the Federal Per Diem maximum lodging rate for the location where the work is being performed.

iii. Travel: Air travel (at coach class or equivalent), airport shuttles, etc. billed at cost. Ground transportation by privately owned vehicle, if utilized, billed at the Internal Revenue Service mileage rate for privately owned vehicles in effect at the time of travel. Expenses for a rental car (including fuel), at cost, in the ratio of one mid-size class rental car for each three Contractor's personnel directly engaged in performance of the work at the prevailing rental rates then in effect. Rental car options such as refueling fees, GPS, collision & liability insurance, etc. will not be reimbursed by the Owner unless such options are approved in advance by the Owner's Representative. Appropriate insurance coverage should be included in the Contractor's insurance policies.

e. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

f. Premiums for insurance and bonds required specifically by this Agreement or the performance of the Work by the Design Builder.

g. Accounting and data processing costs related to the Work.

h. Fees paid by the Design-Builder for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries. The Design-Builder will remain responsible for the actual submittal of the documents to the industrial statistician and the determination of the locality of the work to confirm the appropriate classification of work. In order to receive this reimbursement, the Design-Builder will be required to submit to Owner a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

i. General administrative costs not specifically listed in this subsection, including but not limited to the following:

i. Shop Drawing Reproduction

ii. Construction Schedule & Updates

iii. Safety/Security

iv. Field Office Set-up (mobilization/demobilization)

v. Office Supplies

vi. Telephone System

vii. Telephone Service Charge

viii. Computer Network/System Set-up

ix. Courier Service

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

x. Postage (Fed-X, USPS)

xi. Furniture/Equipment

xii. Office Cleaning

xiii. Project Superintendent Vehicle

xiv. Computers

xv. Copy Machine

xvi. Temporary Electric Hook-up/Removal

xvii. Temporary Electric Material

xviii. Project Signage

xix. Temporary Water Hook-up/Removal

xx. Drinking Water & Supplies

xxi. Chemical Toilets

xxii. O&M Manuals

xxiii. Project Record Documents

xxiv. Field Engineering/Layout Survey

.2 For the Costs of the Work that are included in the Lump Sum General Conditions Costs, the Design-Builder shall no longer be entitled to be reimbursed for such costs as part of the Cost of the Work, and the Design Builder's sole compensation for the costs set forth in the identified General Conditions shall be through the Lump Sum General Conditions Costs.

.3 The Owner shall have the right to examine the back-up documentation establishing the Lump Sum General Conditions Costs, including but not limited to all estimates, proposals, contracts and other financial documentation on a transparent basis.

.4 The Lump Sum General Conditions Costs shall only be modified if the Design-Builder is entitled to compensation for a delay pursuant to Section 8.2 of the General Conditions. Any modification to the Lump Sum General Conditions Costs shall be calculated as follows:

a. The Design Builder shall be entitled to receive a liquidated daily rate for extended General Conditions Costs ("Design-Builder's Delay Rate") for each day that the Contract Time is extended pursuant to Section 8.2 of the General Conditions.

i. The Design-Builder's Delay Rate shall be calculated by dividing the Lump Sum General Conditions Costs by the number of days in the Contract Time set forth in the GMP Amendment for Phase 2.

ii. Then, the Design-Builder's Delay Rate is multiplied by the number of days that the Contract Time is extended for Design-Builder's Delay, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.

iii. The result from the Design-Builder's Delay Rate multiplied by the number of days is the Extended General Conditions Costs which shall be added to the Lump Sum General Conditions Costs by Change Order and paid to the Design Builder pursuant to the Schedule of Values, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

b. The Design-Builder's Delay Rate shall not apply to delays occurring after Substantial Completion is achieved.

c. The Parties agree that determining the Design Builder's damages for delay in Phase 2 would be extremely difficult or impracticable to determine and that the Design-Builder's Delay Rate, as calculated in this Section 6.4.5.4, is a reasonable estimate of and reasonable sum for such damages; therefore, the Design-Builder's Delay Rate shall be payable to the Design Builder as liquidated damages and not as a penalty.

6.4.6 Unit Prices and Hourly Rates

.1 Any Unit Prices and Hourly Rates shall be agreed upon in writing and set forth in Exhibit E to the Agreement. Design-Builder shall not charge more than a specified Unit Price or Hourly Rate than the amount set forth in Exhibit E, as modified through the Contract Documents.

.2 Once established, Unit Prices and Hourly Rates shall not be subject to audit and may only be changed by Change Order.

.3 Design-Builder must maintain a record of the number of Unit Prices and Hours billed using Hourly Rates for review by Owner.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 Task Order Phases

6.6.1 Task Orders

.1 The Work shall be authorized by Task Order. The scope of Work developed in each Task Order constitutes a Task Order Project. Each Task Order Project will be developed collaboratively as set forth in this Contract. Each Task Order will describe Task Order Project Scope and include a Not To Exceed or GMP, as applicable. The parties will proceed with the phases below for each Task Order Project.

.2 Each Task Order shall include the following information for the Validation Period associated with each Task Order Project:

a. The Validation Period Completion Date

b. The Validation Period Not to Exceed Amount

c. The scope of Work associated with the Validation Period for the Task Order.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

6.6.2 Phase 1

.1 Compensation. During Phase 1 for each Task Order Project, the Design Builder shall be compensated for the following:

a. The Cost of the Work set forth in Section 6.3;

b. Design-Builder's Fee Percentage set forth in Section 6.2.1 multiplied by the Cost of the Work, less insurance and bonding costs and taxes costs which shall not be multiplied by the Design-Builder's Fee Percentage; and

c Contingency Items charged under Section 6.4.4.1.b.

.2 Validation Period. At the beginning of each Task Order Project, Design-Builder shall engage in Validation of the Project information as set forth in Exhibit C, Section 1.03 (the "Validation Period").

a. **Validation Period Not to Exceed Amount.** Design-Builder guarantees that its Compensation during the Validation Period of Phase 1 for each Task Order Project shall not exceed the Validation Period Not to Exceed Amount ("Validation Period NTE") set forth in the applicable Task Order. Documents used as a basis for the Validation Period NTE shall be identified in an Exhibit to the applicable Task Order. Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceed the applicable Validation Period NTE, as adjusted in accordance with the Contract Documents.

b. **Development of Phase 1 Commercial Terms.** During the Validation Period for each Task Order Project, the parties will collaboratively develop the Phase 1 Not to Exceed Amount ("Phase 1 NTE"), Phase 1 Completion Date, the Phase 1 Scope of Work, a Target Budget, a Target Schedule, the Initial Project Scope, and other Submittals for the applicable Task Order Project as set forth in Exhibit C. At the conclusion of the applicable Validation Period, provided the parties agree on the applicable terms, the parties shall enter into a Contract Amendment to establish the Phase 1 NTE, the Phase 1 Completion Date, the Target Budget, the Target Schedule, and the Initial Project Scope and to finalize the other Submittals required by Exhibit C.

.3 Design Development Period. Provided the parties enter into a Contract Amendment establishing the Commercial Terms of the Design Development Period, Design-Builder shall engage in the remainder of the Phase 1 activities as set forth in the Contract Documents and the applicable Contract Amendment for each Task Order Project.

a. **Compensation during the Design Development Period.** Design-Builder shall be compensated during the Design Development Period for each Task Order Project in the same manner as the Validation Period set forth in Section 6.2.2.1 above. Design-Builder guarantees that its compensation for the remainder of Phase 1 for each Task Order Project shall not exceed the Phase 1 NTE in the applicable Contract Amendment. Documents used as a basis for a Phase 1 NTE shall be identified as an Exhibit to the Contract Amendment. Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceeds the applicable Phase 1 NTE, as adjusted in accordance with the Contract Documents.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

b. **Development of the GMP Proposal.** During the remainder of Phase 1 for each Task Order Project, the parties will collaboratively develop the GMP Proposal applicable to the Task Order Project pursuant to Exhibit C.

.4 **GMP Proposal.** At the conclusion of Phase 1 for each Task Order Project, Design-Builder shall submit a GMP Proposal to Owner for each Task Order Project which shall include the deliverables set forth in Exhibit C, unless the parties mutually agree otherwise. The GMP Proposal shall include all Work necessary to complete the applicable Task Order Project.

a. **Submission of the GMP Proposal.** Submission of the GMP Proposal constitutes Design-Builder's representation and agreement that it has adequately investigated the site and the project parameters, the Task Order Project is adequately defined, the Basis of Design Documents are sufficiently defined to provide an accurate GMP and Project Schedule for the Task Order Project, and subject to the assumptions and clarifications in the GMP Proposal, the Task Order Project is sufficiently clear and understandable for the Design-Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the Original GMP of the Task Order Project.

b. **Review and Adjustment to GMP Proposal**. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal. To assist in the Owner's review of the GMP Proposal, the Design Builder shall, upon the Owner's Request, provide all information, including but not limited to all data, reports, cost analysis, pricing, designs and specifications on which the Design Builder relied or used as a basis for the GMP Proposal. The Owner shall make its best efforts to review any revised GMP Proposal within thirty (30) days of receipt of the revised GMP Proposal.

c. **Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the terms of the GMP Proposal shall be set forth in the GMP Amendment. At the Owner's option, the GMP for any Task Order Project may be converted into a Lump Sum.

d. **Failure to Accept the GMP Proposal**. If Owner rejects the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i. Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.1.6.c above;

ii. Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

e. **Performance of Work After Submission of GMP Proposal.** The Design-Builder shall not perform any Work after the submission of the GMP Proposal until the Owner has approved and signed the GMP Amendment unless the Design-Builder obtains the Owner's prior, written consent to perform such Work and only to the extent that such Work is expressly described in writing in such written consent. If Design-Builder performs such Work, Design-Builder shall be compensated pursuant to the written approval.

.5 **Early GMPs.** The parties may agree to establish a GMP for portions of the Work prior to establishing the GMP for the entire Task Order Project "Early GMP".

a. For each Early GMP, the Design-Builder will follow the process set forth in 6.6.1.5 above to establish the Early GMP, the scope associated with the Early GMP (the "Early GMP Scope"), and the schedule associated with the Early GMP Scope ("the Early GMP Schedule").

b. For each Early GMP, the parties shall determine the deliverables applicable to each Early GMP Proposal prior to its submission.

c. Early GMPs will be established through an Early GMP Amendment, which shall follow the same form as Exhibit F.

6.6.2 Phase 2, Post GMP Period

.1 **Compensation.** During Phase 2 for each Task Order Project, the Design Builder shall be compensated for the following, all subject to the GMP for the applicable Task Order Project:

a. The Cost of the Work set forth in Section 6.3;

b. Design-Builder's Lump Sum Fee established pursuant to Section 6.2.3;

c. Any additional Lump Sum amounts established pursuant to Section 6.4.3;

d. Contingency Items charged under Section 6.4.4.1.b;

e. Design-Builder's Lump Sum General Conditions Costs established pursuant to Section 6.4.5;

f. Any Allowances established by the Parties in the GMP Amendment.

.2 **GMP** The total compensation set forth in the applicable GMP Amendment shall establish a binding GMP between the Parties for the applicable Task Order Project. Design Builder agrees that it will be responsible for paying all costs of completing the Phase 2 Work which exceed the GMP for the applicable Task Order Project, as adjusted in accordance with the Contract Documents. Execution of a GMP Amendment constitutes Design Builder's representation and agreement to the following:

a. The Task Order Project is adequately defined, that the Basis of Design Documents are sufficiently defined to provide an accurate Guaranteed Maximum Price for the Task Order Project;

b. The Task Order Project is sufficiently clear and understandable for the Design Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the applicable GMP and within the Task Order Project Schedule; and

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

c. If the Work cannot be completed for the agreed GMP, any additional costs shall be the responsibility of the Design Builder, and Design Builder hereby assumes liability for such costs without reimbursement by the Owner.

.3 If the parties decide to convert any GMP into a Lump Sum, Design-Builder shall be compensated pursuant to Section 6.4.3 of the Agreement.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP for a Task Order, as such GMP may have been adjusted over the course of the Task Order Project, the difference ("Savings") shall go 100% to the Owner.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the fifteenth (15th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a lump sum amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 The Owner will withhold retainage pursuant to RCW Chapter 60.28, and Owner shall release such retainage pursuant to state law. Pursuant to RCW Chapter 60.28, the Design-Builder may submit a bond in lieu of the retainage that the Owner would otherwise keep under the terms of this Contract and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form provided in a form acceptable to the Owner or on the form provided as Exhibit H. In the event the Design-Builder fails at any time to pay persons protected under RCW Chapter 60.28 or the Owner has reason to believe that the Owner or other obligee under the bond has a claim against the retainage or for other good cause, the Owner may, at its option, resume retaining from monies earned by the Design-Builder in accordance with state law.After the Design-Builder has paid protected persons or otherwise cured any default, the Owner may, at its option, again release retainage pursuant to the terms of the bond. Any costs associated with the Bond in Lieu of Retainage shall be Design-Builder's sole responsibility.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.8 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment pursuant and subject to RCW Chapter 60.28 and RCW Chapter 39.08 and all applicable laws and regulations, provided that Design-

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

Builder has satisfied the requirements for final payment set forth in Section 6.8.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the statutory rate of interest.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an Open Book Basis relative to Costs of the Work and all other reimbursable costs set forth in the Agreement.

7.5.1 Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants, the Washington State Auditor, and other governmental agencies entitled to audit the records shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit. All audit provisions shall be subject to the terms listed in 6.8.5 of the General Conditions.

7.5.2 Design-Builder shall segregate the accounts and records for each Task Order Project. Specifically and without limitation, Design-Builder shall segregate the accounts and records for any Task Order Project that is funded by Federal Funds from other Task Order Projects.

7.6 Public Records Act. The Owner is subject to the disclosure obligations of the Washington State Public Records Act of RCW 42.56. Design-Builder expressly acknowledges and agrees that its Statement of Qualifications and Proposal and any information Design-Builder submits with its Statement of Qualifications and Proposal is subject to public disclosure pursuant to the Public Records Act or other applicable law and the Owner may disclose Design-Builder's Statement of Qualifications and Proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

8.1.1 The fair and reasonable sums for overhead and profit on the sum of items set forth in Section 11.6.1 of the General Conditions

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

8.1.2 The total amount to be paid to Design-Builder, exclusive of costs described in Section 11.6.1.2 of the General Conditions, shall not exceed the total GMP.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Upon execution of a Task Order, Design-Builder shall provide performance and payment bonds pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the applicable Validation NTE in the form set forth in Exhibit B. Upon execution of each Contract Amendment increasing the amount of a Not to Exceed Amount or the GMP, Design-Builder shall provide a performance and payment bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the increase of the Not to Exceed Amount or the GMP, as applicable, in the form set forth here in Exhibit B.

Article 11

Other Provisions

11.1 Funding.

11.1.1 Design-Builder shall keep separate accounts for each Task Order Project in a manner agreed by the Parties.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

11.2 Wages.

11.2.1 The Design-Builder and its Subcontractors, Consultants and Sub-Consultants shall pay all laborers, workmen, or mechanics employed by it or them in the performance of this Contract the greater of: (1) the applicable state prevailing wage rate required by (RCW Chapter 39.12); or (2) the applicable wage rate required by Section 2.5. In the event the applicable wage rate(s) required to be paid by the Design-Builder and its Subcontractors, Consultants and Sub-Consultants change during the performance of this Contract, an adjustment shall be made so as to fully comply with any applicable state prevailing wage rate law (RCW Chapter 39.12) and Section 2.5. Notwithstanding the foregoing, the Owner shall not be required to make any adjustment in the Contract Price as a result of changes in either the state prevailing wage rate law or Section 2.5, except as provided in WAC 296-127-023. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Design-Builder's responsibility to verify the applicable prevailing wage rate.

11.2.2 Before payment is made by the Owner to the Design-Builder for any Work performed by Design-Builder or any Subcontractor, Consultant or Sub-Consultant whose work is included in the application for payment, the Design-Builder shall submit, or shall have previously submitted, to the Owner a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of employees, laborers, workers, or mechanics employed for the Work by Design-Builder, Consultants, Subcontractors and Sub-Consultants. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Design-Builder's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Design-Builder for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the City.

11.2.3 Design-Builder's Subcontractors required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.4 Prior to release of the retainage, the Design-Builder shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Design-Builder and every Consultant, Sub-Consultant, and Subcontractor of any tier that performed work on the Project.

11.2.5 Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

11.2.6 Each Application for Payment submitted by Design-Builder shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copied of the approved intent statements(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.7 In compliance with WAC Chapter 296-127, Design-Builder shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

11.2.8 Consistent with WAC 296-127-320, the Design-Builder and all Consultants, Sub-Consultants and Subcontractors shall submit a certified copy of payroll records if requested.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

11.3 Hours of Labor

11.3.1 Design-Builder shall comply with applicable provisions of RCW Chapter 49.28, and such provisions are incorporated herein by reference.

11.3.2 RCW 49.28 permits entities performing public works contracts to enter into an agreement where employees work up to ten hours in a calendar day, subject to the provisions of the statute. No such agreement may provide that employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees.

11.3.3 All work required to be performed by Design-Builder shall normally be done between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, exclusive of Owner observed holidays see or as identified in the approved schedule. Design-Builder shall provide a minimum seventy-two (72) hour notice to the Owner's Representative if at any time it becomes necessary or Design-Builder desires to work at times other than those specified herein or as approved in advance by the Owner. Approval of any proposed alternative work schedule shall be at the sole discretion of the Owner's Representative.

11.4 Off Site Prefabricated Items.

11.4.1 In accordance with RCW 39.04.370, Design-Builder shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the contract and produced outside Washington as a part of the Affidavit of Wages Paid form filed with the Washington State Department of Labor and Industries.

11.5 Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

11.6 Business Registration Requirement. Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers are properly licensed to perform the work for which they are contracted and have all applicable business licenses, including but not limited to any licenses or registrations required by the State of Washington and any other regulatory authority. Design-Builder shall be solely responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration.

11.7 Contractor's Registration Requirement. Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers performing construction work are properly licensed pursuant to RCW

11.8 Apprenticeship. The requirements for use of apprentices shall be in accordance with RCW 39.04.320.

11.9 Submission of Information to CPARB

Design-Builder and its subcontractors and designers shall submit to Owner project information required by the Washington State Capital Projects Advisory Board pursuant to RCW 39.10. Specifically, and without limitation, Design-Builder must report to Owner its utilization of businesses certified by the Office of Minority and Women Business Enterprises ("OMWBE") and veteran certified businesses.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

11.10 Inclusion Plans

Design-Builder shall submit to Owner inclusion plans for underutilized firms as subcontractors and suppliers including, but not limited to, OMWBE certified businesses, veteran certified businesses, and small businesses as required in Exhibit C.

11.11 No Party is Drafter

Each party has had an opportunity to negotiate the provisions of this Agreement and its Exhibits and attachments, and neither party shall be construed as the drafter.

[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative dispute resolution clause.]

☐ Any claims, disputes or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

BMP:djj

J:\Active Jobs Estimates\K-945\00 Prime Contract\Exhibits and LOE and Task Order\530 Agreement.docx

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
	Bouten Construction Co.
(Name of Owner)	*(Name of Design-Builder)*
	DocuSigned by: Tim Thomas C5690B762BC7492...
(Signature)	*(Signature)*
	Tim Thomas
(Printed Name)	*(Printed Name)*
	President
(Title)	*(Title)*
Date:	9/13/2023 Date:

DocuSigned by: Robynne Thaxton 805700 3EE3CC4DC...

Approved to Form: Robynne Thaxton; Special Deputy Prosecuting Attorney

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

The license for use of this document expires 1 year from the date of purchase.
To renew your license, visit store.dbia.org.

Questions? We're here to help.

Contact us

Design-Build Institute of America
1001 Pennsylvania Ave. NW, Suite 410
Washington, DC 20004

(202) 682-0110
dbia@dbia.org

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535
Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

TABLE OF CONTENTS

Article	Name	Page
Article 1	General	1
Article 2	Design-Builder's Services and Responsibilities	3
Article 3	Owner's Services and Responsibilities	7
Article 4	Hazardous Conditions and Differing Site Conditions	9
Article 5	Insurance and Bonds	10
Article 6	Payment	12
Article 7	Indemnification	14
Article 8	Time	16
Article 9	Changes to the Contract Price and Time	17
Article 10	Contract Adjustments and Disputes	18
Article 11	Stop Work and Termination	20
Article 12	Electronic Data	23
Article 13	Miscellaneous	24

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition, as revised).

1.2.2 *Basis of Design Documents* are the documents set forth in Section 3.04.F of Exhibit C.

1.2.3 *Commercial Terms* are any documents that establish an agreement between the parties regarding a maximum cost, a scope of work, or a schedule, including but not limited to the GMP, an Early GMP, Not to Exceed Amount, Lump Sum, Hourly Rate, Contract Time, Target Budget, Target Schedule, Owner's Project Criteria, Initial Project Scope, or Basis of Design Documents.

1.2.4 *Contingencies* are the amounts available for Design-Builder's use and are defined in Section 6.4.4 of the Agreement. The Cost of the Work Contingency is defined in Section 6.4.4.a. The Design-Builder's Contingency is defined in Section 6.4.4.b

1.2.5 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Owner's Project Criteria and the Basis of Design Documents unless a deviation from the Owner's Project Criteria or Basis of Design Documents (as applicable) is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.6 *Contract Amendment* is a written amendment to the Contract Documents that incorporates additional terms into the Contract Documents. Later Contract Amendments govern over earlier Contract Amendments.

1.2.7 *Contract Time* consists of the dates set forth in Article 5 of the Agreement.

1.2.8 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.9 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.10 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.11 *Design Log* is a log of Reliable Design Decisions agreed upon by the parties. The Design Log supplements the Owner's Project Criteria, the Initial Project Scope, and Basis of Design Documents, as applicable.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.2.12 *Design Submission or Submittal* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder (1) to the Owner under the Contract Documents; or (2) developed or prepared by or for the Design-Builder specifically to discharge its duties under the Contract Documents.

1.2.13 *Disadvantaged Business Enterprise or DBE* means any business entity certified by the Washington State Office of Minority and Women's Business Enterprises under RCW chapter 39.19

1.2.14 *Early GMP* is a GMP for a portion of the Work that is established prior to the establishment of the GMP for the entire Work as set forth in Section 6.6.1.6 of the Agreement.

1.2.15 *Early GMP Schedule* is the Schedule for progress and completion of an Early GMP Scope.

1.2.16 *Early GMP Scope* is the Scope of Work for an Early GMP.

1.2.17 *Final Completion* of the entire Project shall be deemed to have occurred when all of the following have occurred:

(a) All requirements for Final Completion for all Task Orders of the Project have been achieved and Punch List Completion has been fully satisfied;

(b) Owner shall have received and accepted a final certificate of occupancy allowing use and occupancy of the Project

(c) Owner shall have received and accepted all Construction Documents, Record Documents, as-built schedule, right-of-way record maps, surveys, test data and other deliverables required under the Contract Documents;

(d) Design-Builder shall have delivered all operating manuals, warranties and other deliverables required by the Contract Documents;

(d) All special tools, equipment, furnishings and supplies purchased and/or used by Design-Builder as provided in this Contract have been delivered to Owner and all replacement spare parts shall have been purchased and delivered to Owner free and clear of Liens

(e) All of Design-Builder's obligations under the Contract Documents (other than obligations which by their nature are required to be performed after Final Completion) shall have been satisfied in full or waived in writing by Owner;

(f) Design-Builder shall have delivered to Owner a Notice of Final Completion for the Project; and

(g) All other conditions to Final Completion in this Contract shall have been satisfied.

.1 Owner will issue a Certificate of Final Acceptance to Design-Builder at such time as Owner determines that Final Acceptance has occurred.

.2 Final Completion will not prevent Owner from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall it prevent Owner from recovering from Design-Builder, its Surety(ies), or other provider of performance security or any combination of the foregoing, overpayment or other costs sustained for failure of Design-Builder to fulfill the obligations under the Contract Documents.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.2.18 *Force Majeure Events* mean any of the following events (provided such events are beyond the reasonable control of the Design-Builder and are not due to an act or omission of the CMR) which materially and adversely affects the Design-Builder's obligations hereunder and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by the Design-Builder:

(a) Any earthquake exceeding 3.5 on the Richter scale epicentered within 25 miles of the specific location of damage on the Site, any earthquake exceeding 5.0 on the Richter scale epicentered within 50 miles from the specific location of damage on the Site, and any earthquake exceeding 6.5 on the Richter scale epicentered within 75 miles from the specific location of damage on the Site, based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado;

(b) Any blockade, rebellion, or war;

(c) Any riot, act of terrorism, or civil commotion in the Project location;

(d) The discovery at, near or on the Site of any archaeological, paleontological, cultural, biological or other protected resources, provided that the existence of such resources was not disclosed in the Contract and not discoverable after a Reasonable Investigation;

(e) The suspension, termination, interruption denial or failure to obtain nonrenewal or amendment of any Owner-Provided Approval;

(f) Any Change in Law that changes the scope of Work, excluding Changes in Law which were proposed or otherwise reasonably foreseeable at the Effective Date provided that a material change in Environmental Law shall be considered a Force Majeure Event regardless of foreseeability;

(g) Any lawsuit seeking to restrain, enjoin, challenge or delay the construction of the Work or the granting of any Regulatory Approval of the Work;

(h) The suspension of Work at the Site ordered by a Governmental Entity due to an epidemic or pandemic; and

(i) Unusually Adverse Weather.

1.2.19 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition, as revised).

1.2.20 *GMP Amendment* means an amendment to the Agreement entered into the parties at the conclusion of Phase 1 that establishes the Basis of Design Documents, the GMP, the Project Schedule and other terms agreed to by the parties

1.2.21 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition, as revised).

1.2.22 *Hazardous Materials*, including "hazardous substances" and "hazardous waste," means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq., each as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c)

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

petroleum or crude oil excluding de minimus amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles, and (d) asbestos or asbestos-containing materials in structures and or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground).

1.2.23 *Initial Project Scope* is the scope of the project that the parties collaboratively establish at the conclusion of the Validation Period that represents the parties' best determination of an achievable project scope within the Target Budget

1.2.24 *Key Team Members* mean those individuals and position descriptions identified by Design-Builder during the project procurement and other individuals identified as Key Team Members with the agreement of both parties, such agreement shall not be unreasonably withheld.

1.2.25 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.26 *Liens* mean any pledge, Lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement or other instrument intended to perfect a security interest).

1.2.27 *Nonconforming Work* is any Work that is found to not be in conformance with the Contract Documents.

1.2.28 *Open Book Basis* means providing the Owner all underlying assumptions, price quotes and data associated with pricing or compensation (whether of the Design-Builder or the Owner) or adjustments thereto, including assumptions as to costs of the Work, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, and other items reasonably required by the Owner to satisfy itself as to the reasonableness of the amount.

1.2.29 *Original GMP is the GMP set forth in the GMP Amendment*

1.2.30 *Owner's Budget* is the amount of money set aside by the Owner for the Project or a specific Task Order.

1.2.31 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for each Task Order Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work associated with each Task Order. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Task Order Project-specific technical materials and requirements.

1.2.32 *Project Schedule* is the schedule provided by the Design-Builder and approved by the Owner pursuant to Section 2.1.3 of the General Conditions and Exhibit C

1.2.33 *Reliable Design Decision* is a decision, development, or election that refines the Owner's Project Criteria or Basis of Design Documents, that is approved by the Owner and that is set forth in the Design Log. A Reliable Design Decision cannot change the Owner's Project Criteria or Basis of Design Documents but shall instead constitute a further development or refinement of the design for the Project with which all subsequent design, development and Construction Documents shall be consistent

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.2.34 *Self-Performed Construction Work* means construction Work that would normally be performed by a subcontractor and does not include any costs associated with design, construction management, or Work that would be included in or described as part of the Lump Sum General Conditions Costs set forth in Section 4.5 of the Agreement

1.2.35 *Site* are those areas designated in writing by the Owner for performance of the Work and such additional areas as may, from time to time, be designated in writing by the Owner for the Design-Builder's use in performance of the Work. For purposes of insurance (subject to any notification and other requirements imposed by the insurer(s) for approval), indemnification, safety and security requirements, the prevailing wage requirements, and payment for use of equipment, the term "Site" shall also include (a) the field office sites, (b) any property used for bonded storage of material for the Project approved by the Owner, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by the Design-Builder or Subcontractors covered by the worker's compensation policy included in the insurance described in Exhibit B, but excluding any permanent locations of Design-Builder or such covered Subcontractors..

1.2.36 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include Design Consultants, materialmen and suppliers.

1.2.37 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include Design Subconsultants, materialmen and suppliers.

1.2.38 *Substantial Completion* or *Substantially Complete* means\

(a) The Design-Builder has completed the Work or designated portion of the Work, in accordance with the Contract, such that the Project is in a condition that it can be used in a normal and safe manner, subject only to Punch List items and other Work that do not affect the ability to occupy the Project or designated portion thereof for such normal use and operation;
(b) The Project or designated portion thereof is sufficiently completed in accordance with the Contract, as modified by any executed Change Orders, so that it can be used for its intended purpose;
(c) All conditions to acceptance by Utility Owners have been satisfied or waived, and any waivers approved by the Owner, in its sole discretion;
(d) The Design-Builder has completed commissioning the Work or designated portion thereof in accordance with the commissioning requirements in the Closeout Plan, and the commissioning tests have been successfully performed and satisfied (subject to such commissioning which is identified in the commissioning requirements to be conducted after Substantial Completion);
(e) To the extent applicable, all authorities having jurisdiction have confirmed (and issued all pertinent Governmental Approvals or other documents in respect thereof) that the building and structures on the Site applicable to the portion of the Work for which Substantial Completion is sought are ready for occupancy; and
(f) All other conditions to Substantial Completion in the Contract shall have been satisfied.

1.2.39 *Target Budget* is the estimate for a GMP for a Task Order that is collaboratively established by the parties after the conclusion of the Validation Period that represents the parties' best determination of an achievable GMP.

1.2.40 *Target Schedule* is the estimated Task Order Schedule collaboratively established by the parties at the conclusion of the Validation Period that represents the parties' best determination of an achievable Task Order Schedule.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.2.41 *Task Order* means the document whereby the Owner provides authorization to perform the Work for a Task Order Project.

1.2.42 *Task Order Price* is the Contract Price that is applicable to each Task Order. The term Contract Price shall refer to each Task Order Price, as applicable.

1.2.43 *Task Order Project* means a portion of the Work that is initially set forth in a Task Order and then developed pursuant to the process set forth in Section 6.6 of the Agreement. The term Project shall refer to each Task Order Project, as applicable.

1.2.44 *Task Order Scope* is the scope of Work initially set forth in the Owner's Project Requirements for a Task Order and then developed pursuant to the process set forth in Section 6.6 of the Agreement.

1.2.45 *Task Order Schedule* is the Project Schedule that is applicable to each Task Order. The term Project Schedule shall refer to each Task Order Schedule, as applicable.

1.2.46 *Trend* is an issue identified in the Trend Log

1.2.47 *Trend Log* is a log of issues that have been identified by the Design-Builder or the Owner during the design process that may cause any Commercial Term to be modified or cause the Contract Time to be exceeded.

1.2.48 *Unusually Adverse Weather* means weather that satisfies all of the following conditions:

(a) Unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred and could not have been reasonably anticipated, documented by 10-year climatological data obtained by the CMR from the nearest nationally recognized reporting station to the Site;

(b) Unanticipated for the time of year;

(c) Occurring at the Site; and

(d) Having a materially adverse effect on the scheduled Work.

1.2.49 *Validation Period* is the time period established in Section 6.6 of the Agreement to accomplish the tasks set forth in Exhibit C, Section 2.02 for each Task Order.

1.2.50 *Work* is comprised of all Design-Builder's design, construction and other services required by the *Contract* Documents, including procuring and furnishing all materials, equipment, services, incidentals, and labor whether expressly required by or reasonably inferable from the Contract Documents.

1.2.51 *Work Group* is a team of individuals with representatives from both the Owner and Design-Build Team that are responsible for developing Design Submissions, updated estimates, and updated schedules for the applicable Design Submittals Package.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with reports detailing the progress of the Work as set forth in Exhibit C, including but not limited to (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency accounts; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). In addition to the frequency set forth in Exhibit C, status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Design-Builder shall prepare and submit the schedules and deliverables set forth in Exhibit C, including but not limited to the Project Schedule for the execution of the Work for Owner's review and response. The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by Exhibit C and the conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule and other deliverables provided by Design-Builder shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement any procedures additional to Exhibit C, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.5 Representatives of the Design-Build Team, including at a minimum of the Design-Builder's Representative and a representative from the lead designer and lead constructor, shall meet with the Owner at least on a weekly basis and shall provide to the Owner a written update regarding the status of the Project, including but not limited to the information required in Exhibit C and any issues that may have a material effect on the Project. The Design-Build Team shall issue meeting minutes within three days of meeting.

2.1.6 In the event of termination of the Contract, Design-Builder hereby assigns to Owner all its interest in first-tier subcontracts now or hereafter entered into by Design Builder for performance of any part of the Work. The assignment will be effective upon acceptance by Owner in writing and only as to those subcontracts which the Owner designates in writing. The Owner may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Design Builder's rights under the Contract Documents. Such assignment is part of the consideration to the Owner for entering into the Contract with Design Builder and may not be withdrawn prior to Final Completion.

2.2 Design Professional Services.

2.2.1 Owner does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of the Agreement, Design-Builder acknowledges that Owner has no such intent. Design-Builder shall, consistent with applicable state licensing laws, furnish through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights. Design-Builder assumes responsibility to Owner for the proper performance of the Work of the Design Consultants and any Sub-Consultant and any acts and omissions in connection with such performance.

2.2.3 Any references in the Contract Documents to Design-Builder's responsibilities or obligations to "perform" the design portions of the Work shall be deemed to mean that Design-Builder shall "furnish" the design for the Project.

2.3 Standard of Care for Professional Services.

2.3.1 The standard of care for all professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. The Design-Builder shall also perform the design and construction so that the Work meets or exceeds the performance requirements set forth in the Owner's Project Criteria, the Initial Project Scope and/or the Basis of Design Documents.

2.3.2 Design Builder shall perform all activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents.

2.4 Design Development Services.

2.4.1 Design-Builder shall provide the Design Submissions set forth in the Contract Documents. Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1 as well as the Commercial Terms. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time and are consistent with the Owner's Project Criteria, the Design Log and Basis of Design Documents, as applicable. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.1.5 The Design-Builder shall provide an updated cost model for the Project periodically as required in Exhibit C. The Design-Builder shall also schedule and facilitate a one-day review meeting with the Owner to present and summarize changes in the Design Submission, changes to the scheduled Milestone dates and present an overview of cost model.

2.4.1.6 Design Log. A Design Log, including a full listing of Reliable Design Decisions and all changes to the Initial Project Scope and Basis of Design Documents, will be maintained by the Design-Builder and provided to all attendees for review.

a. Both parties must agree to include a Reliable Design Decision in the Design Log.

b. The Design Log shall be updated after every Design Review Meeting, and in any case, on a weekly basis.

c. Once a Reliable Design Decision in the Design Log is approved in writing by the Owner, it shall be binding on the Design-Builder as if set forth in the Initial Project Scope or Basis of Design Documents.

d. The Design Log is for the sole purpose of tracking the development of the Design Submissions.

e. If a Reliable Design Decision will cause a change in the Owner's Project Criteria, the Initial Project Scope or Basis of Design Decisions, or any of the Commercial Terms, such changes must be processed pursuant to Articles 9 and 10.

.7 Trend Log. If either party does not know the extent to which a Design Submission or other potential change will alter a Commercial Term, either party may request in writing to identify a Trend in the Trend Log.

a. The request to include a Trend in the Trend Log must include the following information:

i. Identification of the portion of the Design Submission for which the costs are uncertain and may cause any Commercial Term to be exceeded;

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

ii. The estimated change in the applicable Commercial Term; and

iii. Potential impacts or changes to the Initial Project Scope or Basis of Design Documents as a result of the Trend.

b. Both parties must consent in writing to include the Trend in the Trend Log. The Design-Builder will track the Trend on the Trend Log, and the Trend Log shall be updated with the most recent information on a weekly basis.

c. The parties will work collaboratively to resolve Trends in the Trend Log as quickly as possible. When a Trend in the Log is resolved and the resolution changes the Initial Project Scope or Basis of Design Documents and/or any Commercial Term, the resolution shall be memorialized in a Change Order. If the resolution does not change the Initial Project Scope or Basis of Design Documents and/or any Commercial Term, it shall be removed from the Trend Log.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified by the parties and recorded as set forth in the Contract Documents. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above and Exhibit C. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of Design Submissions, meeting minutes, the Design Log, the Trend Log, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, the Design Log, the Trend Log, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements that directly affect the Work that are enacted after the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Unless the parties have identified permits in an Owner's Permit List attached either as an exhibit to the Agreement or as part of the Owner's Project Criteria or Basis of Design Documents, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 The Design-Builder shall assemble and install all equipment according to the applicable manufacturer's installation instructions. Work that does not conform to the applicable instructions and/or any resulting errors in assembly or installation shall be corrected by the Design-Builder. If the Owner determines that the Design-Builder has incorrectly assembled, installed and/or damaged any such equipment, the Design-Builder shall, at its own expense, furnish a competent manufacturer's representative to assist, instruct and approve the Design-Builder's corrected work.

2.7.4 If any materials or equipment are stored by Design-Builder, they shall be stored so as to ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation, oxidation or freezing. Stored materials and equipment shall be located so as to facilitate observation. The Design-Builder shall be responsible for all damage or loss that occurs as a result of its fault or negligence in connection with the care and protection of all materials and equipment until acceptance by the Owner.

2.7.5 Design-Builder is responsible for verifying that any equipment supplied by the Owner is in working order and sufficient for the purposes for which it was intended in the Project. If equipment furnished by Owner is not in working order or is not sufficient for the Project, Design-Builder shall notify Owner immediately, and Owner shall either repair or replace the equipment, at Owner's sole discretion. Design-Builder is responsible for the proper installation of the equipment furnished by Owner.

2.7.6 Design-Builder shall provide appropriate security for the Site, and shall take all reasonable precautions and provide protection to prevent damage, injury, vandalism, theft, and loss to the Work, equipment and materials used to perform the Work, real property within the Site, and other property at or on the Site, whether owned by Design-Builder, Owner, or any other third party.

2.7.7 Design-Builder shall maintain, rebuild, repair, restore or replace all Work (including plans and specifications, and materials, equipment, supplies and maintenance equipment which are purchased for permanent installation in, or for use during construction of, the Project, regardless of whether the Owner has title thereto) that is injured or damaged prior to Substantial Completion. Following Substantial Completion, Design-Builder shall continue to have responsibility to maintain, build, repair, restore or replace all Work not 100% completed at Substantial Completion, until Owner accepts maintenance responsibility with respect to such Work. Except as provided in Section 2.7.7.2, all remaining elements of the Project shall be considered accepted for maintenance purposes as of the Final Acceptance Date. Maintenance responsibility under this Section 2.7.7 includes rebuilding, repairing and restoring all other property at the Project Site whether owned by Design-Builder, Owner or any other Person.

.1 With respect to Work on property not owned by Owner, Design-Builder's obligations under this Section 2.7.7 shall terminate upon acceptance of such Work by the

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

property owner and the Owner.

.2 During the period after Substantial Completion until Final Acceptance, the Owner may issue a Change Order under Article 9 requiring Design-Builder to continue to have responsibility for maintaining, rebuilding, repairing, restoring and replacing Work accepted by Owner, provided, however, no Change Order is required in connection with direction to proceed with Warranty Work.

2.7.7 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.8 Inspections. Design-Builder shall inform Owner of any part of the Work which is about to be covered and offer a full and adequate opportunity to Owner to inspect and test such part of the Work before it is covered. At all times before Final Completion, Design-Builder shall remove or uncover such portions of the finished construction Work as directed by Owner. After examination by the Owner Representative and any other Persons designated by Owner, Design-Builder shall restore the Work to the standard required by the Contract Documents. If the Work exposed or examined is not in conformance with the requirements of the Contract Documents, then uncovering, removing and restoring the Work and recovery of any delay to any Critical Path occasioned thereby shall be at Design-Builder's cost and Design-Builder shall not be entitled to any adjustment to the Contract Price or any time extension or any other relief. Furthermore, any Work done or materials used without adequate notice to and opportunity for prior inspection by Owner (if applicable) or without inspection in accordance with the Contract Documents may be ordered uncovered, removed or restored at Design-Builder's cost and without an adjustment to the Contract Price or a time extension, or any other relief, even if the Work proves acceptable after uncovering. Except with respect to Work done or materials used as described in the foregoing sentence, if Work exposed or examined under this Section 2.7.8 is in conformance with the requirements of the Contract Documents, then any delay in any Critical Path from uncovering, removing and restoring Work shall be considered an Owner-Caused Delay, and Design-Builder shall be entitled to a Change Order for the reasonable cost of such efforts and recovery of any delay to any Critical Path occasioned thereby.

2.7.9 Title. Design-Builder warrants that it owns, or will own, and has, or will have, good and marketable title to all materials, equipment, tools and supplies provided, or to be provided, by it and its Subcontractors that become part of the Project or are purchased for Owner for the operation, maintenance, rebuild, repair or replacement thereof, free and clear of all Liens.

.1. Title to all such materials, equipment, tools and supplies delivered to the Site shall pass to Owner, free and clear of all Liens, upon the sooner of (a) incorporation into the Project, or (b) payment by Owner to Design-Builder of invoiced amounts pertaining thereto.

.2 Notwithstanding any such passage of title, Design-Builder shall retain sole care, custody, and control of, and risk of loss with respect to, such materials, equipment, tools and supplies and shall exercise due care with respect thereto until Final Acceptance or until Design-Builder is removed from the Project.

2.8 Subcontractors and Labor

2.8.1 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld. The Contract Documents shall not be construed to create a contractual relationship of any kind between Owner and any Subcontractor of any tier.

2.8.2 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.8.3 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.8.4 Design-Builder shall ensure that each Subcontract (at all tiers) shall include those terms that are specifically required by the Contract Documents to be included therein as well as such additional terms and conditions as are sufficient to ensure compliance by the Subcontractor with all applicable requirements of the Contract Documents, including but not limited to the following provisions:

.1 Effective procedures for timely resolution of claims and disputes, including an agreement by the Subcontractor to participate in any dispute proceeding pursuant to Section 18, if such participation is requested by Owner;

.2 A standard of professional responsibility or a standard for quality equal to or better than the requirements of the Contract Documents;

.3 A requirement to maintain usual and customary books and records for the type and scope of operations of the business in which the Subcontractor is engaged;

.4 A provision permitting audits to be conducted by the Design-Builder and Owner according to the terms of the Contract;

.5 A requirement to provide progress reports to the Design-Builder appropriate for the type and scope of Work performed and to meet the requirements of Exhibit C;

.6 A requirement that the Subcontractor maintain all appropriate licenses and registrations;

.7 A provision prohibiting assignment of the Subcontract without the Design-Builder's written consent;

.8 The following provision: "Nothing contained herein shall be deemed to create any privity of contract between Owner and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of Owner to the Subcontractor except those allowed under Washington law. In the event of any claim or dispute arising under the Subcontract and/or Design-Builder's contract with Owner, the Subcontractor shall look only to Design-Builder for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against Owner arising out of the Subcontract or otherwise arising in connection with the Subcontractor's Work."; and

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

.9 Provisions in form and substance satisfactory to Owner, (a) Owner is a third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit, and (b) all guarantees and warranties, express or implied, shall inure to the benefit of Owner, and its respective successors and assigns.

2.9 Design-Builder's Responsibility for Project Safety.

2.9.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.9.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.9.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.10 Design-Builder's Warranty.

2.10.1 Design-Builder warrants to Owner that (i) the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship, (ii) the Work shall meet all of the requirements of the Contract Documents. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.10 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11 Correction of Defective Work.

2.11.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents ("Nonconforming Work"), including that part of the Work subject to Section 2.10 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.11.2 Nonconforming Work rejected by Owner shall be removed and replaced so as to conform to the requirements of the Contract Documents, at Design-Builder's cost and without any

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

adjustment to the Contract Price or time extension or any other relief; and Design-Builder shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that Owner may not have discovered the Nonconforming Work shall not constitute an acceptance of such Nonconforming Work. Design-Builder shall, within seven (7) days of receipt of written notice from Owner of Nonconforming Work, take meaningful steps to commence correction of such Nonconforming Work, including the correction, removal or replacement of the Nonconforming Work and any damage caused to other parts of the Work affected by the Nonconforming Work. If the correction of Nonconforming Work cannot be completed within such seven (7) day period, Design-Builder must (a) provide a schedule for correcting the Nonconforming Work and (b) commence and diligently prosecute such correction in accordance with the approved schedule to completion. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such Nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the Nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.11.3 Owner may agree to accept any Nonconforming Work without requiring it to be fully corrected. In such event, Owner shall be entitled to reimbursement of a portion of the Contract Price (which shall also reduce the GMP) in an amount equal to the greater of: (a) the amount deemed appropriate by Owner to provide compensation for future maintenance and/or other costs relating to the Nonconforming Work, or (b) 100% of Design-Builder's cost savings associated with its failure to perform the Work in accordance with Contract requirements. Such reimbursement (plus an administrative charge equal to 10% of the costs and expenses) shall be payable to Owner within ten days after Design-Builder's receipt of an invoice therefor. Alternatively, Owner may deduct the amount of such costs and expenses (plus an administrative charge equal to 10% of the costs and expenses) from any sums owed by Owner to Design-Builder pursuant to this Contract. Design-Builder acknowledges and agrees that Owner shalldetermine whether the Nonconforming Work will be rejected or accepted and the amount payable in connection therewith shall be subject to the claims provisions.. Payment, reimbursement or deduction of the amounts owing to Owner under this Section 2.10.3 shall be a condition precedent to the acceptance of the applicable Nonconforming Work.

2.11.4 The one-year period referenced in Section 2.11.1 above applies only to Design-Builder's obligation to correct Nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.12 Contract Phases

2.12.1 Phase 1. Phase 1 shall commence upon Notice to Proceed from the Owner and shall end on the Phase 1 Completion Date as set forth in Agreement, Section 5.2. The services provided by the Design-Builder during Phase 1 shall be established in Exhibit C.

.1 In Phase 1, the Design-Builder shall carefully and thoroughly examine the information set forth in Exhibit C, the existing site conditions, and any other information provided by the Owner with respect to the Project. Such information includes, but is not limited to, as-built drawings of the existing facilities; necessary testing of existing facilities; geotechnical and other site conditions; and legal, permitting and regulatory requirements and restrictions

.2 Unless specifically identified as reliable information, the Design-Builder may not rely on information provided by the Owner and must validate all information provided by the Owner during Phase 1 as set forth in Exhibit C.

.3 The Design-Builder shall provide the submissions set forth in Exhibit C on an open

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

book and transparent basis. In addition, the Design-Builder and the Owner shall, consistent with any applicable provision of the Contract Documents, agree upon the quantity and level of development for Design Submissions that the Owner may wish to review, which Design Submissions may include Milestone Design Submissions, design criteria, drawings, diagrams and specifications setting forth the Project requirements. Design Submissions shall be consistent with the Commercial Terms, as they may develop through the design process set forth in the Contract Documents.

.4 If the Design-Builder discovers or should have discovered with reasonable diligence Material Differences from the actual conditions at the Site or the Owner Provided Information, Design-Builder shall, upon discovery but no later than at the conclusion of Phase 1, provide Owner with written notice of any such Material Differences. A "Material Difference" is defined as one that would either a) impact the Owner's Project Criteria, the Initial Project Scope, the Design-Builder's Fee Percentage or a Commercial Term or b) be considered a Differing Site Condition. Design-Builder shall not be entitled to a Change Order for any Material Difference during Phase 2, including but not limited to for Differing Site Conditions, pursuant to Section 4.2.1 of the General Conditions, if the Material Difference could have been discovered, with reasonable diligence, during Phase 1 and was not disclosed pursuant to this Section.

2.12.2 Phase 2. Phase 2 is the final phase of the Contract where the Design-Builder: (i) completes the design services and develops Construction Documents for the Project, (ii) performs the construction, start-up, testing and commissioning and closeout of the Project, (iii) undertakes any necessary warranty services for the Project, and (iv) performs other services as set forth in Exhibit C, the GMP Amendment and any Early GMP Amendment.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of Design Submissions and Construction Documents consistent with the turnaround times set forth in in the Contract, by agreement of the Owner and Design-Builder, or the approved Design-Builder's schedule, as applicable.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents, provided, however, Owner shall have no liability to the Design-Builder for failure to notify the Design-Builder or failure to discover such defects or noncompliant Work.

3.2 Furnishing of Services and Information.

3.2.1 The Owner's Project Criteria sets forth the information provided by the Owner.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

3.3 Financial Information.

3.3.1 If Design-Builder has reasonable belief that Owner will not have sufficient funds to complete the Project, at Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for those permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Materials, Differing Site Conditions and Archaeological Resources

4.1 Hazardous Materials.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Materials encountered at the Site that could have been reasonably discovered during the Validation Period. Unless working with Hazardous Materials is part of the scope of the Work, upon encountering any Hazardous Materials, Design-Builder will stop Work immediately in the affected area and duly notify Owner immediately thereof telephonically or in person, to be followed immediately by written notification, and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Materials that are not set forth as part of the Work or that could not have been reasonably discovered during the Validation Period, Owner shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Materials have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Unless expressly provided in the Contract Documents to be part of the Work, Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Materials at the Site pursuant to this Section.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for any release or threatened release of a Hazardous Material (a) which was brought onto the Site by any DB-Related Entity, or (ii) which was negligently removed or handled by the Design-Builder, regardless of the source, origin or method of deposit of such Hazardous Materials ("Design-Builder Release of Hazardous Materials"). Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from any such release or threatened release.

4.1.7 With respect to Hazardous Materials that are part of the Work, Design-Builder agrees to comply with all applicable regulatory authorities, including but not limited to any statute, regulation, or regulatory agency regarding such Hazardous Materials. Design-Builder agrees to work cooperatively with Owner and regulatory agencies with jurisdiction over the Project to properly handle, dispose of, and/or remediate any Hazardous Materials.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Owner provided information in Exhibit C or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition. Notwithstanding the preceding, provided the parties sign the GMP Amendment, Design-Builder shall not be entitled to a Change Order for Differing Site Conditions if the Differing Site Condition was discovered or could have been discovered, with reasonable diligence, during Phase 1.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder then Design-Builder shall

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

immediately notify Owner thereof telephonically or in person, to be followed by written notification within five days. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered. Design-Builder shall immediately stop Work in and secure the area pending further instructions.

4.2.3 If directed by Owner, Design-Builder shall promptly conduct such further investigation. If Design-Builder continues to believe that the material or condition falls within the scope of Section 4.2.1, Design-Builder shall at that time also advise Owner of any action recommended to be taken regarding the situation. Owner then will determine whether Design-Builder's findings and proposed actions are acceptable and either approve, or require modification of, Design-Builder's proposed actions. If the condition involves discovery of Hazardous Materials that are Owner's responsibility under the Contract, Owner shall advise Design-Builder regarding its plans for Hazardous Materials Remediation and shall coordinate with Design-Builder in performance of such activities, in accordance with Section 4.1.

4.2.4 Owner shall have the right to require Design-Builder to recommence work in the area at any time, even though an investigation or other work may still be ongoing, so long as recommencing work would not violate any Legal Requirements. Design-Builder shall promptly recommence Work in the area upon receipt of notification from Owner to do so. On recommencing Work, Design-Builder shall follow all applicable procedures contained in the Contract Documents and all other Legal Requirements with respect to such work, consistent with Owner's determination or preliminary determination regarding the nature of the material or condition.

4.3 Archaeological Resources

4.3.1 In the event the Design-Builder or any of its Subcontractors inadvertently discover any archaeological, paleontological, biological, cultural, or other resources at any time during the project, Design-Builder shall immediately notify the Owner telephonically and suspend all excavation activities at the site.

4.3.2 Design-Builder shall follow the procedures set forth in Section 4.2 with respect to addressing the discovery of and shall be entitled to a Change Order as set forth therein, provided, however, that the Design-Builder shall not be entitled to a Change Order if the archaeological, paleontological, biological, cultural, or other resource was discovered or could have been discovered, with reasonable diligence, during Phase 1.

4.3.3 "Archaeological Resource" shall mean any material remains of human life or activities which are of interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and paintings, and other implements and artifacts of any material or form.

4.3.3 Any Archaeological Resources that may be discovered during progress of the Work shall, at Owner's sole discretion, be the property of Owner.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Upon signing and returning the signed Agreement to the Owner, and in any event, prior to performing any Work under this Agreement, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.1.4 The Design-Builder's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Design-Builder to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. Design-Builder shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

5.1.5 If Design-Builder maintains higher insurance limits than the minimums shown above, Owner shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Design-Builder, irrespective of whether such limits maintained by Design-Builder are greater than those required by this Agreement or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by Design-Builder.

5.1.6 Design-Builder's insurance coverage shall be primary insurance with respect to Owner. Any insurance, self-insurance, or insurance pool coverage maintained by Owner shall be excess of Design-Builder's insurance and shall not contribute with it.

5.1.7 Design-Builder shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of Design-Builder-provided insurance as set forth herein, except Design-Builder shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Design-Builder shall ensure that the Owner is an additional insured on each subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

5.1.7 Failure on the part of the Design-Builder to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving as least five business days' notice to Design-Builder to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due Design-Builder from the Owner.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

5.3 Builder's Risk Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Design-Builder shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located builder's risk insurance on an "all risk" or equivalent policy form upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Design-Builder shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. A copy of the builder's risk policy shall be made available to the Owner. The builder's risk insurance shall include physical loss or damage to the Work, including temporary buildings, debris removal, and damage to materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under the builder's risk insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Design-Builder shall submit for Owner's review and approval a schedules of values for all of the Work as set forth in Exhibit C. The Schedule of Values will (i) subdivide the Work into its respective parts based on the project's Work Breakdown Structure (WBS); (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work. Design-Builder will furnish, as part of the Schedule of Values, adequate and reliable cost justification and documentation on an Open Book Basis so as to provide both Owner and Design Builder a transparent understanding of the cost data estimates and bids that comprise the initial baseline Schedule of Values as well as any updates thereto. Design-Builder will provide a final Schedule of Values with the GMP Proposal.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment.

6.2.2 Prior to submitting an invoice Design-Builder will provide to the Owner on the 10th day of each month a proposed progressed Primavera Schedule and progress reports for owners review for 1 week.

6.2.3 After the monthly Schedule progress and progress reports are reviewed and approved Design-Builder will provide to the Owner on the 25th day of each month an invoice and Schedule of Values, along with the Microsoft Project Schedule and progress reports provided fifteen (15) days prior. Invoices from the Design-Builder will be based on the actual time and reimbursable expenses incurred to complete the work for items included in the Cost of the Work. General Conditions will be invoiced as required pursuant to the Agreement. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and shall be in a form acceptable to Owner, including but not limited to the following information:

.1 An Invoice Cover Sheet that will include the following items:

a. Project name and title;

b. Invoice number (numbered consecutively, starting with "1");

c. Period covered by the invoice (specific beginning and ending calendar days);

d. Total amount authorized;

e. Total amount invoiced through last period;

f. Current invoice amount;

g. Total invoiced to-date;

h. Percent invoiced;

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

i. Remaining Contract Price (exclusive of the Allowance amounts), GMP, and remaining Allowance amounts;

j. Retainage withheld;

k. Net amount due Design-Builder

l. Total amount earned to date for the Project as a whole;

m. Authorized signature, title of signer and date of signature; and

n. Signatures of Design-Builder

.2 An itemization of the costs incurred pursuant to the Contract, including but not limited to:

a. The detailed amounts spend for the Cost of the Work incurred during the period of the Application for Payment and the back-up documentation for the Cost of the Work, including but not limited to timesheets, invoices, purchase orders, or any other document that evidences the Cost of the Work or any other cost for which Design-Builder requests reimbursement;

b. The Design-Builder's Fee Percentage or Lump Sum Fee incurred;

c. Contingency Items charged under Section 6.4.4. of the Agreement;

d. Any Lump Sums established pursuant to Section 6.4.3;

e. Design-Builder's Lump Sum General Conditions Costs incurred, if applicable.

.3 The monthly periodic deliverables in Exhibit C for the relevant Phase of the Work;

.4

.5 A Conditional Waiver and Release on Progress Payment, in the statutory form, signed by Design-Builder and each Subcontractor or supplier that provided services, materials or equipment included in the invoice.

.6 An Unconditional Waiver and Release Upon Progress Payment, in the statutory form, signed by Design-Builder and each Subcontractor or supplier that provided materials or equipment included in any preceding invoice and for which Design-Builder received payment.

.7 Other supporting documents as requested by Owner to facilitate its determination of the amount payable including but not limited to:

a. Hours and rates for sole sourced work.

b. Material and equipment purchase orders and delivery backup.

c. Progressed CPM resource loaded Primavera project schedule.

d. Subcontractor invoices.

6.2.4 Cash Flow

.1 Along with the baseline CPM resource loaded schedule the Design-Builder will provide an overall anticipated monthly cash flow for the project. The format for this cash flow will follow the example set forth in Exhibit C.

.2 Every month the Design-Builder will update this cash flow with the following information

a. Baseline planned monthly costs

b. Actual monthly costs

c. Earned (Budgeted Work Completed) Monthly Costs

d. Forecast monthly costs to complete the project

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

6.2.5 The Application for Payment may request payment for equipment and/or materials delivered to the Site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off Site, provided Design-Builder complies with or furnishes satisfactory evidence of the following:

.1 The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;

.2 The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

.3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);

.4 Design-Builder furnishes Owner a certificate of insurance extending Design- Builder's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;

.5 The warehouse (or secure portion thereof) is continuously under lock and key, and only Design-Builder's authorized personnel shall have access;

.6 Owner shall at all times have the right of access in the company of Design-Builder;

.7 Design-Builder and its surety assume total responsibility for the stored materials;

.8 Design-Builder furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Site; and

.9 Upon payment, Owner will receive the equipment and materials free and clear of all Liens and encumbrances.

6.2.6 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.7 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, Liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof. When Design-Builder removes the grounds for withholding payment, Design-Builder shall provide written evidence thereof. If such evidence is satisfactory to Owner, Owner will include the amount so withheld in the next scheduled progress payment.

6.3.2 Specifically and without limitation, Owner may deduct from each payment the following:

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

.1 Claims against Design-Builder;

.2 Defective Work not remedied or Work not performed in accordance with the Contract Documents;

.3 Failure of Design-Builder to make proper payments to any of its Subcontractors;

.4 Failure to perform the Work in accordance with the Current Schedule will result in Liquidated Damages per Article 5;

.5 Damage to other work or property caused by Design-Builder or any entity for which Design-Builder is responsible;

.6 Damages owing to Owner under the terms of the Contract;

.7 Any and all other circumstances in which Owner reasonably determines that it is necessary to protect its interests.

6.3.3 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof, provided Design-Builder gives Owner five business days' written notice of its intent to stop work and an opportunity to cure the late payment.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors within seven days of receipt of payment from the Owner, unless its contractual obligations to such parties provide for a shorter time period., all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's Liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work for a Task Order, or to the extent permitted in the Contract Documents, a portion of the Work representing an Interim Milestone, has achieved Substantial Completion. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that Design-Builder has achieved Substantial Completion in accordance with the requirements of the Contract Documents. Owner will conduct reasonable inspections, surveys and/or testing as Owner deems necessary. If such inspections, surveys and/or tests disclose that any Work does not meet the requirements of the Contract Documents, Owner will promptly advise Design-Builder as to any errors, omissions, deviations, defects, or deficiencies in the Work necessary to be corrected as a condition to Substantial Completion and as to any errors, omissions, deviations, defects or deficiencies which may be corrected as Punch List items. Upon correction of the errors, omissions, deviations, defects, or deficiencies identified as a prerequisite to Substantial Completion, Design-Builder shall provide written notification to Owner and Owner will conduct another round of inspections, surveys and/or tests. This procedure shall be repeated until Owner finds that all prerequisites to Substantial Completion have been met. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Substantial Completion of the entire Project occurs when Substantial Completion for the final Task Order is achieved.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Completion

6.7.1 Design-Builder shall notify Owner when it believes the entire Work, or to the extent permitted in the Contract Documents a Task Order, has achieved Final Completion. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that Design-Builder has achieved Final Completion in accordance with the requirements of the Contract Documents. Owner will conduct reasonable inspections, surveys and/or testing as Owner deems necessary. If such inspections, surveys and/or tests disclose that any Work does not meet the requirements of the Contract Documents, Owner will promptly advise Design-Builder as to any errors, omissions, deviations, defects or deficiencies in the Work necessary to be corrected as a condition to Final Completion and as to any errors, omissions, deviations, defects or deficiencies which may be corrected as Punch List items. Upon correction of the errors, omissions, deviations, defects, or deficiencies identified as a prerequisite to Final Completion, Design-Builder shall provide written notification to Owner and Owner will conduct another round of inspections, surveys and/or tests. This procedure shall be repeated until Owner finds that all prerequisites to Final Completion have been met. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Final Completion that will set forth the date of Final Completion of the Work or portion thereof.

6.8 Final Payment.

6.8.1 When the Design-Builder has completed all work in accordance with the terms of the Contract Documents and received a Certificate of Final Completion, the Design-Builder shall properly execute and submit a Final Application for Payment final invoice to Accounts Payable. Once the Final Application for Payment has been processed, the Owner's Procurement Department will issue the Certificate of Completion and Release to be executed by the Design-Builder and returned to the Procurement Officer. The Certificate of Completion and Release shall constitute a waiver of all claims by the Design-Builder except for unsettled claims specifically stated, if any.

6.8.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following:

.1 The Certificate of Completion and Release which shall warrant that the Design-Builder has fully completed its work included in the Contract and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Contract. If any dispute exists between the Design-Builder and any person, firm or corporation to which Design-Builder might be obligated in connection with this Contract, the Design-Builder

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

shall state the name of claimant and amount and general nature of claim against the Contractor. The Certificate of Completion and Release shall state the amount and nature of all present and future claims that the Design-Builder may have against the Owner relative to this Contract. The Contract work shall not be complete until after the Design-Builder has returned to the Procurement Officer a properly completed Certificate of Completion and Release. ;

.2 Unconditional Waiver and Release Upon Final Payment, in a form acceptable to Owner, from all Subcontractors.;

.3 Consent of Design-Builder's surety, if any, to Final Payment;

.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents; and

.5 Any additional documents, certificates, records, plans, releases or other materials established in the Project Closeout Plan as required for Final Completion.

6.8.3 Sixty days after Final Acceptance, retainage may be released to the Design-Builder; provided, however, that there are no claims filed of materialmen or laborers and that the Owner has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Design-Builder and any Subcontractors. If any liens remain unsatisfied from the retainage, the Design-Builder shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.

6.8.5 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.8.6 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

6.8.7 Owner shall release the Contract Retainage pursuant to RCW 60.28.011.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification. Not Used

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner has paid for the work in question, , Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's Liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's Lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or Lien, including, if necessary, the furnishing of a mechanic's Lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or Lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its Consultants, and their respective, its officers, directors, and employees (collectively "Indemnitees") from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

or anyone for whose acts any of them may be liable.

7.4.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then Design-Builder's duty to indemnify shall not apply to liability for damages arising out of Design-Builder's services or out of bodily injury to persons or damage to property that are (a) caused by or resulting from the sole negligence of Indemnitee or (b) caused by or resulting from the concurrent negligence of (i) Indemnitee, its agents or employees and (ii) Design-Builder, its agents or employees, with such liability limited only to the extent of the negligence of Design-Builder, it's agents or employees.

7.4.4 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts. Solely for the purposes of the indemnification obligations under this Agreement, Design Builder specifically and expressly waives any immunity that may be granted it under the worker's compensation laws under the Washington State Industrial Insurance Act, Title 51 RCW; provided that such waiver shall be expressly limited to Design-Builder's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts. This waiver was mutually negotiated.

7.4.5 THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT AND THE WAIVER OF IMMUNITY UNDER RCW TITLE 51 WERE MUTUALLY NEGOTIATED.

OWNER'S INITIALS: (_____)
DESIGN-BUILDER'S INITIALS: (_____)

7.4.6 No Effect on Other Rights. The obligations described in this Section 7.4 shall not be construed to limit rights and obligations provided by law or equity which would otherwise exist in favor of a Person indemnified hereunder.

7.4.7 Notification of Third Party Claim. Owner and Design-Builder shall each provide timely notification to the other party of the receipt of any third party claim relating to the Contract.

7.5 Lower Tier Contractors Indemnification Obligations

7.5.1 Design-Builder shall include in its contracts with all lower tier contractors, including but not limited to its Design Consultant, Subconsultants, and Subcontractors, the indemnification obligations set forth in this Agreement and the General Conditions and shall include Owner as an Indemnitee for all such indemnification provisions.

7.6 Survival

7.6.1 The Indemnification obligations in this Article shall survive the expiration or termination of this Agreement.

7.7 Limited Recourse.

7.7.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners,

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work of a Task Order and achieve the Contract Time(s) in accordance with Article 5 of the Agreement, a Task Order, a GMP Amendment, and any Early GMP Amendment.

8.2 Delays to the Work.

8.2.1 Except as set forth in Section 9.6 below, if Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order, but only to the extent that the critical path of the Contract Time has been impacted. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Materials, and Force Majeure Events. Design-Builder shall provide notice and documentation of any delay pursuant to Article 10.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement. The adjustment to the Contract Price shall be limited to the Design-Builder's Delay Rate as set forth in Section 6.4.5.4 of the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price or any Commercial Term; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes. Unless

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

expressly set forth in the Change Order, Change Orders shall include all costs, including but not limited to all incidental and indirect costs and time extensions associated with the Change. Changes Orders will not be allowed unless there is an actual change to the Work.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 Owner may make changes in the Project, including but not limited to adding and/or removing Work from the Project. In such case, Design-Builder shall work with the Owner to adjust the remaining Work to meet as many of Owner's Project changes as reasonably possible within the applicable Commercial Term. At Owner's sole discretion, it may remove Work from the Project rather than increase the applicable Commercial Term to equitably adjust for claims by Design-Builder pursuant to Article 10 or Differing Site Conditions pursuant to Section 4.2.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

.3 The Cost of the Work as well as fees and any other markups set forth in the Agreement;

.4 The increase in the Lump Sum General Conditions as set forth in Section 6.4.5.4 of the Agreement; or

.5 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.4 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

performance of the Work resulting from the change, including the Design-Builder's Fee Percentage (if applicable), as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

9.6 Limitations on Changes to the Contract Time and Contract Price

Notwithstanding anything in Article 9, the risks arising from the following events or circumstances shall be borne exclusively by Design-Builder, shall not be the basis for any relief, changes in the Contract Price, changes in the Contract Time, or otherwise, to Design-Builder:

.1 delays in obtaining or delivery of goods or services from any Subcontractor, unless Subcontractor's reason for delay arises from an event that would otherwise be excusable to Design-Builder under this Contract;

.2 delays of common carriers unless the common carrier's reason for the delay arises from an event that would otherwise be excusable to Design-Builder under this Contract;

.3 general market and economic conditions affecting the availability, supply or cost of labor, equipment and materials, construction equipment and supplies, or commodities;

.4 weather conditions, except conditions that are within the definition of a Force Majeure;

.5 strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions;

.6 the suspension, termination, interruption, denial or failure to obtain or nonrenewal of any permit, license, consent, authorization or approval which is necessary for the performance of the Work due to the fault of the Contractor, or the operation or maintenance of the Work,

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

except for any such matter involving a Owner-Provided Approval;

.7 Material Differences as defined in Section 2.12.1.4 that could have been discovered with reasonable diligence during Phase 1 and were not disclosed by Design-Builder during Phase 1; and

.8 bankruptcy or insolvency of a Subcontractor or inability of a Subcontractor to perform, unless the underlying cause of such inability would otherwise be considered grounds for an Excusable Delay hereunder.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide an initial written notice to the other party of the basis for its claim for relief. The initial written notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, the initial written notice shall be given within a reasonable time, in any case not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such written notice shall be separate from the Design Log or Trend Log maintained by the Design-Builder, unless the parties specifically agree to allow the Design Log or Trend Log to operate as such written notice of claims. The initial written notice shall include a description of the claim for relief requested, a description of the occurrence giving rise to the claim for relief, and a preliminary analysis of the cost and schedule impact of the claim for relief.

10.1.2 The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the following:

.1 The circumstances giving rise to the claim for relief,

.2 The specific contractual adjustment or relief requested;

.3 The basis of the entitlement to the claim for relief;

.4 The cost of the claim for relief, including an itemized description of the Cost of the Work associated with the claim for relief;

.5 The impact of the claim for relief on the Project Schedule, including a proposed revised Project Schedule;

.6 Proposed efforts to mitigate the impacts on the cost and schedule.

10.1.3 The failure to provide timely written notice of any claim for relief shall operate as a waiver of such claim, but only to the extent that the failure to provide timely written notice prejudices the position of the non-claiming party.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation. Good faith mediation is a condition precedent to proceeding with arbitration or other binding dispute resolution procedure. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys'

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTIONS 10.5.2 AND 10.5.3 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The limitations of liability for consequential damages under Section10.5.1 shall not apply to or limit any right of recovery a party may have respecting the following:

.1 Losses (including defense costs) to the extent (i) the loss is covered by the proceeds of insurance required to be carried hereunder or for which Design-Builder was required to provide insurance coverage, or (ii) Design-Builder is deemed to have self-insured the loss pursuant to the Contracts;

.2 Losses in connection with any illegal activities, fraud, recklessness, criminal conduct, intentional misconduct, bad faith, or gross negligence;

.3 Design-Builder's obligations with respect to third party claims under Article 7 or elsewhere in this Contract;

.4 Design-Builder obligation to pay liquidated damages under this Contract; and

.5 Losses arising out of Design-Builder's Release of Hazardous Materials.

Article 11

Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if (i) its cost or time to perform the Work has been materially and adversely impacted by any suspension of stoppage of the Work by Owner, (ii) the Design-Builder is entitled to the adjustment pursuant to the other provisions of the Contract Documents, and (iii) the Design-Builder complies with all provisions of the Contract Documents regarding an adjustment to the Contract Price and/or Contract Time.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If any one of the following events occur, the Owner, in addition to any other rights or remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below:

.1 Design-Builder (i) fails promptly to begin the Work under the Contract Documents, (ii) fails to perform the Work with sufficient resources (supervision, workers, equipment, and material) to assure timely completion of said Work, or (iii) fails to complete any Work by the relevant Scheduled Interim Milestone Dates or Substantial or Final Completion Dates;

.2 Design-Builder fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work;

.3 Design-Builder discontinues the prosecution of the Work (exclusive of work stoppage (i) due to termination of its performance by Owner, or (ii) due to and during the continuance of a Force Majeure event or suspension by Owner);

.4 Design-Builder fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from Owner to do so or (if applicable) after cessation of the event preventing performance;

.5 Design-Builder shall have become insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors;

.6 Insolvency, receivership, reorganization or bankruptcy proceedings shall have been commenced by or against Design-Builder;

.7 Any material representation or warranty made by Design-Builder in the Contract Documents or any certificate, schedule, instrument or other document delivered by Design-Builder pursuant to the Contract Documents shall have been false or materially misleading when made;

.8 Design-Builder materially breaches any agreement, representation or warranty contained in the Contract Documents;

.9 Design-Builder assigned or transferred the Contract Documents or any right or interest herein, except as expressly permitted under Section 13.2.1; or

.10 Design-Builder fails to discharge or obtain a stay of any final judgment(s) or order for the payment of money against it in excess of $100,000 in the aggregate arising out of the prosecution of the Work (provided that for purposes hereof posting of a bond in the amount of 125% of such judgment or order shall be deemed an effective stay);

.11 Design-Builder failed, absent a valid dispute, to make payment when due for labor, equipment or materials in accordance with its agreements with Subcontractors and applicable law, or failed reasonably to comply with the instructions of Owner consistent with the Contract Documents;

.12 Design-Builder violates any Legal Requirements in performance of the Work; or

.13 Design-Builder fails to provide and maintain the Performance and Payment Bonds and insurance as required hereunder.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder and the Surety shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement or any portion thereof. In such event, Owner shall pay Design-Builder for the following:

.1 All Work executed and for proven loss, cost or expense in connection with the Work;

.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

.3 The amount set forth in Article 8 of the Agreement.

11.6.2 Notwithstanding anything to the contrary contained herein, if a termination occurs prior to execution of the applicable GMP Amendment, the amount payable to Design-Builder, inclusive of all payments previously made to Design-Builder and costs of demobilization, shall in no event exceed the applicable Not To Exceed Amount.

11.6.3 Under no circumstances is Design-Builder entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Section 11.6 or Agreement Section 8. The payment to Design-Builder determined in accordance with this Section 11.6 and Agreement Section 8 constitutes Design-Builder's sole and exclusive remedy for a termination under this Section 11.6 and Agreement Section 8.

11.6.4 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

11.6.5 After receipt of a Notice of Termination for Convenience, and except as directed by Owner, Design-Builder shall immediately proceed as follows, regardless of any delay in determining or adjusting any amounts due under this Section 11.6.:

.1 Stop Work as specified in the notice;

.2 Place no further Subcontracts or orders for materials, services or facilities relating to the Work terminated, except as necessary for mitigation of damages;

.3 Unless instructed otherwise by Owner, terminate all Subcontracts to the extent they relate to the Work terminated;

.4 Assign to Owner in the manner, at the times, and to the extent directed by Owner, all of the right, title, and interest of Design-Builder under the Subcontracts so terminated, in which case Owner will have the right, in its sole discretion, to accept performance, settle or pay any or all claims arising out of the termination of each such Subcontract;

.5 Settle outstanding liabilities and claims arising out of such termination of Subcontracts, with, to the extent required by Owner, the approval or ratification of Owner, which approval or ratification shall be final;

.6 Transfer title to and deliver to Owner, as directed by Owner, (i) the Work in process, completed Work, supplies and other material produced or acquired for the Work terminated, and (ii) the Construction Documents and all other completed or partially completed drawings (including plans, elevations, sections, details and diagrams), specifications, records, samples, information and other property which would have been required to be furnished to Owner if the Work had been completed, and (iii) all intellectual property (including documentation, disclosures and drafts), licenses and Data;

.7 Complete performance in accordance with the Contract Documents of all Work not terminated;

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

.**8** Take all action which may be necessary, or Owner may direct, for the protection and preservation of the property related to the Contract Documents which is in the possession of Design-Builder and in which Owner has or may acquire an interest;

.9 As authorized by Owner, use its best efforts to sell at reasonable prices any property of the types referred to in Section 11.6.5.6; provided, however, Design-Builder (i) is not required to extend credit to any purchaser, and (ii) may acquire such property under the conditions prescribed and at prices approved by Owner. Design-Builder shall apply the proceeds of any such sale or disposition to reduce any amounts owed by Owner under the Contract Documents, or if no amount is owing, Design-Builder shall apply such proceeds as directed by Owner; and

.10 Upon receipt of request from Owner, submit to Owner a list of termination inventory not previously disposed of and excluding items authorized for disposition by Owner. Within 45 days of Owner's receipt of the list, Design-Builder shall deliver such inventory to Owner and Owner will accept title to such inventory as appropriate.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain.

13.1.2 A party receiving Confidential Information agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Washington, without giving effect to its conflict of law principles. The venue of any proceeding for the litigation and/or resolution of any dispute under the Contract Documents shall be the Benton County.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Any notice, demand, consent or other communication made pursuant to this Contract shall be in writing and shall be (a) delivered personally to the party to whom the same is directed, or (b) sent by facsimile, recognized courier service (e.g. Federal Express) or registered or certified mail, return receipt requested, postage prepaid; or (c) sent by electronic mail and in each case, addressed as follows:

If to Owner:
Robert Blain, Director
Operations & Capital Programs
BENTON COUNTY
7122 W. Okanogan Place
Kennewick, WA 99336

With copy to:

If to Design-Builder:

Brandon Potts, Vice President
BOUTEN CONSTRUCTION COMPANY
P.O. Box 3507
627 N. Napa Street
Spokane, WA 99220-3507

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

With copy to:

_____
_____
_____
_____

Notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Survival.

13.10.1 The dispute resolution provisions contained in Section 10, and all other provisions which by their inherent character should survive termination of the Contract and/or Final Acceptance, shall survive the termination of the Contract and the date on which Final Acceptance occurs.

13.11 No Estoppel.

13.11.1 Owner shall not, nor shall any officer thereof, be precluded or estopped by any return or certificate made or given by any Owner representative or other officer, agent, or employee of Owner under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such return or certificate showing the true and correct amount and character of the work done, and materials furnished by Design-Builder or any Person under the Contract or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Contract Documents; and Owner shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from Design-Builder such damages as it may sustain by reason of Design-Builder's failure to comply with the Contract Documents.

13.12 Further Assurances.

Design-Builder shall promptly execute and deliver to Owner all such instruments and other documents and assurances as are reasonably requested by Owner to further evidence the obligations of Design-Builder hereunder, including assurances regarding assignments of Subcontracts contained herein.

13.13 Turn Over of Designs and Drawings

13.13.1 Upon final acceptance or termination of this Contract, the Owner shall be entitled to, and the Design-Builder shall turn over to the Owner, all such designs, drawings, tracings and the like prepared pursuant to this Contract, except for record copies, which the Design-Builder may use for its internal reference purposes subject to the nondisclosure provisions of this Contract, which shall survive the completion or termination hereof.

13.14 Limitation on Third Party Beneficiaries.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

13.14.1 Except as expressly provided in this Contract (such as warranty and indemnity provisions), it is not intended by any of the provisions of this Contract to create any other third party beneficiary under this Contract or to authorize anyone not a Party to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. Except as otherwise provided in this Section 13.13, the duties, obligations and responsibilities of the Parties pursuant to this Contract with respect to third parties shall remain as imposed by law.

13.15 Independent Contractor

13.15.1 Design-Builder is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with Owner other than that of project owner and independent contractor. In no event shall the relationship between Owner and Design-Builder be construed as creating any relationship whatsoever between Owner and Design-Builder's employees. Neither Design-Builder nor any of its employees is or shall be deemed to be an employee of Owner. Except as otherwise specified in the Contract Documents, Design-Builder has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractor and for all other Persons that Design-Builder or any Subcontractor hires to perform or assist in performing the Work.

13.16 Entire Agreement.

13.16.1 The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

BMP:djj
J:\Active Jobs Estimates\K-945\00 Prime Contract\Exhibits and LOE and Task Order\535-General Conditions.docx

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

The license for use of this document expires 1 year from the date of purchase.
To renew your license, visit store.dbia.org.

Questions? We're here to help.

Contact us

Design-Build Institute of America
1001 Pennsylvania Ave. NW, Suite 410
Washington, DC 20004

(202) 682-0110
dbia@dbia.org

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT A
OWNER'S REQUIREMENTS
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

TTACHMENT A
JECT EXPECTATIONS

1. INTRODUCTION

Benton County (hereinafter "County") is seeking to work collaboratively with the selected Design-Builder to achieve the most cost effective, creative, operationally efficient and programmatically-balanced project possible. The goal is to construct the two projects included as the Three Rivers Behavioral Health ecovery Center (TRBHRC) project, within, or below, the $20.6 million GMP budget and maximize the development and future expansion of both sites.

2. FUNDING/AUTHORITY

This procurement is being conducted pursuant to RCW 39.10.330 after approval from the Capital Projects Advisory Review Board Project Review Committee, obtained on March 24th, 2023. PROJECT has been approved by the Board of County Commissioners.

3. NEW THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

The proposed project is to create a comprehensive behavioral health facility to provide medical withdrawal management (i.e. detoxification) services and inpatient residential treatment for Substance Use Disorder for persons both with and without co-occurring mental health issues.

- The facility will operate on a "No Wrong Door" model providing 24 hour a day, 365 day a year services offered as an alternative to arrest and incarceration in the County jail or persons being brought to hospital emergency rooms.
- The desired number of beds in this facility is set at 50 for the initial construction, but the final number will be determined in the site feasibility study and final design drawings. The building will be designed to allow for future expansion so the facility can grow along with the community.
- provide a "10 minute drop off", that is, persons in crisis can be brought by law enforcement to the facility and be admitted for care within 10 minutes.
- provide on demand assessment services along with medical withdrawal management services at the 3.7 (secure) and 3.2 (non-secure) levels based on the American Society of Addiction Medicine guidelines.

The "Recovery Center" consists of four major components.

- A 23-hour observation unit will serve as a point of entry for persons experiencing mental health or substance use crisis. The unit will accept both voluntary and involuntary persons and provide short term stabilization and routing to other services as needed.
- A Crisis Stabilization Unit (CSU) acts as the next level of care for persons in crisis requiring treatment longer than 23 hours.
- Additionally, a Secure Withdrawal Management Services Unit complements the CSU specifically for persons actively under the influence.
- The final component of the facility is a Residential Inpatient Substance Use Treatment facility. This provides longer term (28 day), voluntary, treatment for persons suffering from substance use disorder.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

4. SCOPE AND SITE DEVELOPMENT

The project at located at 10 E. Bruneau Avenue. Kennewick, WA is selective renovation of portions of the existing structure to repurpose a 20,000 square foot warehouse into a two story, 40,000 square foot crisis stabilization facility. Site work includes all utilities, parking lot, landscaping, lighting, and access.

The Bruneau project site was found to have site contamination which has been remediated. A satisfaction letter from the Department of Ecology has been attached to the RFQ. The building is currently being evaluated for hazardous material and the owner expects to receive a Level 1 report before issuance of the RFP.

The project located at 900 S. Auburn Street, Kennewick, WA will include the build out of a residential treatment facility at the Auburn property using the second floor of the northern portion of the building at a minimum. Might include some renovation of the parking lot and entrance if budget allows.

5. MAINTAIN PARKING AND BUILDING ACCESS

Both sites are currently unoccupied. However, during the project, adjacent properties and the Auburn property may become occupied. It is critical to maintain adjacent property owner's driveways and parking lots with minimal disruption and direct, unhindered, access to all adjacent buildings during the course of the construction associated work. The Design-Builder is responsible for working with the County and neighboring properties to phase and manage site improvements to maintain access.

6. EXISTING INFORMATION

The Auburn Property is located near the downtown area of Kennewick, north of 10th Avenue and west of Auburn Street. The main building, consisting of the original Kennewick General Hospital building, built in 1952, with multiple renovations and additions over the years. This structure is two stories tall with a partial basement under the original core building. The three-story addition to this building is referred to as the Spaulding Building and consists of three above ground floors attached to the Hospital in the southwest corner of said building.

The total area for the buildings is approximately 193,980 square feet. The Hospital consists of many phases as it was added to and renovated over its 70+ year life thus far. The initial construction was cast in place concrete with subsequent construction comprised of fire-retardant coated steel structure and concrete floor deck construction. Interior partition walls consist of combinations of steel studs with gypsum wallboard and concrete. The roof finish depends on the year of the addition/renovation. Though the roof is primarily low-sloped, it is a combination of modified bitumen membrane covered in stone ballast and 60-mil single ply TPO membrane.

The Bruneau Property was built in approximately 1974and was used as a Food Processing Facility then converted to cold storage. The large single story CMU building was equipped with an industrial sized HVAC system to maintain refrigerant level temperatures. This facility allowed previous occupants to process fruits into juice and store their goods in a temperature regulated facility.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

7. GEOTECHNICAL DATA

The County will procure a Geotechnical evaluation for the project after selection of the Design-Builder.

8. SUSTAINABILITY

In addition to other requirements, provide design and construction that minimizes adverse effects on the exterior environment, enhances the quality of the indoor environment and minimizes consumption of energy, water, construction materials, and other resources. Grant funding is requiring the project meet LEED Silver certification.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Exhibit B1 – Insurance Requirement

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT B1
INSURANCE REQUIREMENTS
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

Insurance Exhibit

1.1 Insurance Types and Limits.

1.1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition):

(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required *Per Claim/Occurrence*	Minimum Limits Required *Aggregate Policy Limits*	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	All deductibles shall be commercially reasonable and acceptable to the Owner
2. Employer's Liability (Bodily Injury by Accident)	$1,000,000	$1,000,000	See above
3. Commercial General Liability	$10,000,000	$10,000,000	See above
4. Contractor's Protective Liability (if applicable)	$1,000,000	$1,000,000	See above
5. Commercial Automobile Liability	$2,000,000	$2,000,000	See above
6. Professional Errors and Omissions pursuant to Section 1.3 (A) and 1.3 (B) below (per claim/aggregate) providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible	$3,000,000	$3,000,000	See above
7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)	$1,000,000	$1,000,000	See above
8. Umbrella Excess Liability Insurance	$3,000,000	$3,000,000	See above
Builder's Risk	Full amount of contract		$50,000

1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 PROFESSIONAL LIABILITY INSURANCE.

1.1.3(A) Professional Liability Insurance To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design Consultant. ***[Note: Even if this coverage part is selected, the Design-Builder should consider obtaining its own professional liability coverage.]***

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

☑ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal.

1.1.3(A).1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.3(A).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(A).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.3(A).4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.3(A).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to ensure that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(A).6 Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees, and (if commercially available) Owner and its officers, directors and employees.

1.1.3(B) Professional Liability Insurance To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design-Builder.

☑ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design-Builder's practice policy.

1.1.3(B).1 The Design-Builder's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the Design-Builder's valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a Design-Builder's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.1.3(B).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(B).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.

1.1.3(B).4 The policy must provide coverage for damages resulting from delays, including delays in project completion, and cost overruns that result from the rendering or failure to render professional services.

1.1.3(B).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to ensure that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.3(B).6 Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

1.1.4 Any coverage required to be maintained after Final Payment shall be identified below. *(List here any coverages required to be maintained after Final Payment is made)*

General Liability, including completed operations coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

2.1.1.1 Acceptable professional liability exclusions to the Design-Builder's commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

2.1.2 General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2.1.5 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.5.

2.1.5.1 The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

2.1.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations.

2.1.6 Industrial Insurance Waiver

2.1.6.1 Title 51 Waiver of Immunity with respect to the performance of this CONTRACT and as to claims against COUNTY, its officers, agents and employees, CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this CONTRACT extend to any claim brought by or on behalf of any employee of CONTRACTOR. This waiver is mutually negotiated by the parties to this CONTRACT.

3.1 Additional Insureds

3.1.1 Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. No person shall be named as an additional insured on any professional liability policy. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below: *(List here any other policies for which the Owner will be an additional insured, as well as other entities who are to be named an additional insured.)*

3.1.2 Each of the policies designated in section 3.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under Worker's Compensation/Employer's Liability policies.

3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.1 Terms and Effective Dates.

4.1.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.2 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.1.4 RESERVED

4.1.5 All Claims-Made Policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

4.1.6 List here any coverage required to be maintained after Final Payment:

General Liability, including completed operations coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Exhibit B2 – Public Works Payment Bond

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

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

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Exhibit B3 – Public Works Performance Bond

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

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

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Exhibit C – Phase 1 & 2 Scope of Work

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

PART 1 APPLICABLE TO ALL PHASES

1.01 INTEGRATED DELIVERY

A. Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

B. The Parties wish to fully embrace the principles of collaboration and integrated delivery in the performance of the Work of this Project. Integrated delivery emphasizes a cooperative approach to problem solving involving all key parties to the Project: The Owner, Design-Builder, Designer and principal Subcontractors (electrical, mechanical and others as the Design-Builder and the Owner jointly agree are appropriate). Toward that end, the Parties agree to employ the following techniques to maximize efficiency and minimize waste:

1. Create a culture of open and honest communication throughout the course of the Project;
2. Resolve disputes at the lowest possible level;
3. Integrate the design and construction team (including key specialty contractors and trade partners) as early as possible into the design process;
4. Utilize lean construction methods efficiently and effectively;
5. Utilize Building Information Modeling efficiently and effectively;
6. Establish a collaborative environment where all parties have the opportunity to contribute their best efforts for the benefit of the Project as a whole rather than to the benefit of individual parties;
7. Develop the Project consistent with the Project Goals; and
8. Establish business terms that allow for equitable shared risk and reward for the parties who are members of the Design-Build Team.

1.02 PROJECT GOALS

The Owner has established the following Project Goals.

- Create a comprehensive behavioral health facility to provide medical withdrawal management (i.e. detoxification) services and inpatient residential treatment for Substance Use Disorder for persons both with and without co-occurring mental health issues. The facility will provide on demand assessment services along with medical withdrawal management services at the 3.7 (secure) and 3.2 (non-secure) levels based on the American Society of Addiction Medicine guidelines.
- Create facilities that provide a “Healing Environment” with consideration for things like natural lighting (windows in every room), bringing natural elements inside, exterior healing spaces, proper separation both visually and acoustically to ensure privacy and tranquility.
- Ensure Safety and Security with separation of youth and adults, providing 24 hour a day, 365 day a year services with easy check in and drop off for law enforcement and emergency medical services. Provide a safe and secure outdoor space at both facilities.
- Provide Flexibility and Future Expansion for the facilities. The program is not set, and part of the scope will be to assist in master planning for the two sites

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

to determine placement and what can be done now and how to expand and add program in the future.

- Provide facility that is durable and reasonable to maintain and has consistent systems with other Benton County facilities including management of the HVAC system using Metasys software.

PART 2 PHASE 1 SCOPE OF SERVICES

2.01 SUMMARY OF WORK

A. This Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 1 including Validation of each Task Order

B. Design Builder shall review, analyze, and validate the Owner Provided Information, the Owner's Project Criteria, the Owner's Budget, and the Task Order Schedule.

C. Design Builder shall conduct such site investigations, environmental assessments, review of regulatory and legal authority and restrictions, and all other actions and review and assess other information as reasonably necessary to verify and validate the Owner Provided Information unless the information is deemed Owner Reliable Information per the listing below:

1. Bruneau – Record Survey
2. Bruneau – Hazardous Materials Survey – NVL
3. Bruneau – Asbestos Roof Survey
4. Auburn – Exhibit C - Deed Restrictions
5. Auburn – Record Survey
6. Auburn Hazardous Materials Survey - PBS
7. Auburn – Fire Safety Plan (Building Layout Reference Only)
8. Kennewick Hospital District Feasibility Study

D. Design Builder shall review, analyze and validate the concepts for the Task Order Scope as shown in the Owner's Project Criteria. In addition, Design Builder shall work collaboratively with the Owner and the Stakeholders to examine whether new concepts will better maximize the Owner's Project Goals, and if approved by the Owner, further develop such new concepts and incorporate them into the Task Order Project.

E. Design-Builder will study the suitability of sustainability objectives for each Task Order and provide Owner with options to incorporate sustainability measures into the Task Order. The Project must achieve a minimum sustainability goal of LEED Silver pending confirmation during Validation.

F. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to obtain input regarding the Task Order design and functionality, as well as other major elements of the Task Order Scope and to develop the Basis of Design Documents.

G. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to progress the design to a sufficient state to develop the Basis of Design Documents, the Guaranteed Maximum Price, and the Task Order Schedule. The timing of the GMP Proposal and the percentage complete of the

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

designs and specifications will be jointly determined by the Owner and the Design-Builder.

H. With the Validation Period Report, Design-Builder shall provide the Submittals as set forth in Section 3.01.C herein and the parties shall negotiate and collaboratively establish a Target Price, Target Budget and Initial Project Scope.

I. At the time set forth in the Validation Period Report, Design Builder shall prepare a GMP Proposal, including Phase 2 Submittals as set forth in Section 3.01.E herein.

J. The grants require a construction review. If the architectural drawings or plans are complete, the awardee does not need to go through the Technical Assistance Review but must consult with Department of Health (DOH) for Construction Review. The DOH Construction Review must start before beginning construction. Awardee must comply with this review. For more information go to WA State Department of Health Construction Review Services.

2.02 VALIDATION PERIOD.

A. Immediately following Notice to Proceed (NTP) the Owner and the Design Builder will participate in teaming or partnering workshops lead by the Owner's Representatives. The purpose of the workshops will be to establish project communications, daily and weekly roles and responsibilities, file structures, meeting cadence, forms and templates, and similar project team logistics that will be used throughout the Project.

B. Upon request from the Owner, the Design Builder will provide, and Owner will review and approve a Master Project Work Plan in a format acceptable to the Owner as set forth below.

C. Within the time period set forth in Section 5.2.1 of the Agreement and consistent with the Design Builders accepted Proposal, Design Builder shall perform such assessments, reviews and investigations of the Owner Provided Information, as determined by Design Builder to be reasonably necessary to validate the Owner Provided Information, the Commercial Terms and the Owner's Project Criteria for each Task Order. Additional reviews, assessments and investigations of Owner Provided Information shall include, if reasonably necessary, the following:

1. Verification that any drawings or specifications provided by Owner, including but not limited to the As-Built drawings and other architectural and engineering drawings, plans and specifications are correct unless such information is deemed Owner Reliable Information.
2. Constructability, including but not limited to proposed methods of construction, of the proposed structures in the Owner's Project Criteria,
3. Verification of the architectural, engineering, and other assumptions and calculations in any Owner Provided Information,
4. Verification of structural elements in regard to proposed addition of a second floor at the Bruneau Avenue Facility. Report to be submitted at 50% of the Validation Phase.
5. Examination and verification of actual site conditions as set forth below,
6. Verification of any surveys,

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

7. Review and assessment of all applicable Legal Requirements on the Project,

8. Verification and validation of assumptions regarding the establishment of the Commercial Terms, including but not limited to the Owner's Budget, the Task Order Schedule, and the Owner's Project Criteria.

9. Subcontracting and Diverse Business Inclusion Plan

D. Design Builder shall perform site investigations as necessary for Design Builder to verify the Owner Provided Information and to validate the Commercial Terms and the Owner Project Criteria. Design Builder shall visit the Site and examine thoroughly and understand the nature and extent of the Work, site, locality, actual conditions, underground facilities, all physical conditions at or contiguous to the Site, and all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, time, progress, performance or furnishing of the Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto. Such additional investigations shall be conducted to sufficiently identify or characterize utility locations, site conditions, contaminated materials, and observable or concealed conditions in the existing facilities, All reports or analyses generated by Design Builder's testing, inspections, and investigations, including but not limited to geotechnical evaluations and hazardous materials studies, shall be provided to the Owner promptly, within seven (7) business days, after such reports are analyzed and generated, and as attachments to the Validation Report.

E. At the time set forth in the Validation Period Schedule, the Design-Builder will provide to Owner a Validation Period Report with the deliverables set forth in Section 3.01.C. The Validation Report shall include the Initial Project Scope, which will outline the Design Builder's recommendation as to the validity and feasibility of delivering the project on the selected site, within the Owners anticipated time and budget.

F. With the Validation Period Report, Design-Builder will be deemed to have reviewed and verified all Owner Provided Reliable Information and Commercial Terms for the applicable Task Order; therefore, Design-Builder cannot rely on any Owner Provided Information or the Owner's Project Criteria for the purposes of performing the Work, unless specifically noted in the Task Order Authorization Form as 'Owner Reliable Information'. Further, Design Builder shall be responsible for ensuring that its design documents and construction work accurately conforms to, and interfaces with, the existing conditions and shall not request a change or claim for unforeseen or concealed conditions except as provided under the provisions of the contract. The team will determine how contingency for unforeseen conditions is used on or before establishing the GMP.

G. The Owner will review the Validation Report and indicate in writing the acceptance and/or concurrence with any recommendations, modifications, conclusions, assumptions, inclusions, and exclusions or similar which will be the agreement of the Project Program. The Owner reserves the right to negotiate the conclusions of the Validation Report to establish an acceptable Project Program and Initial Project Scope.

2.03 DEVELOPMENT OF BASIS OF DESIGN DOCUMENTS

A. Design Builder shall manage the design and estimating process in a transparent collaborative, efficient, and coordinated manner and conduct design workshops as required by the Contract Documents. The Basis of

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Design Documents will establish the scope of the Work and provide the basis for the GMP for each Task Order. The Basis of Design Documents must be consistent with the Owner's Project Criteria as modified by the Initial Project Scope, unless the Owner has consented to modify its requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.

B. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

C. The Owner will review and comment on the Design Submittals in a timely fashion as agreed by the parties during the partnering sessions in Section 2.02.A.

D. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. and keep a comment log and clearly indicate how Owner's comments were resolved.

E. By submitting Design Submittals, Design Builder represents to the Owner that the Design Submittals may be designed and constructed for the then current Commercial Terms. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term; however, with any such Design Submittals, Design Builder must provide notice pursuant to Section 10 of the General Conditions.

2.04 DEVELOPMENT OF PROJECT COST AND GMP

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. Throughout the Project, Design Builder will update estimates and forecasts and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an open and transparent basis. The project controls system used by the Design Builder shall be acceptable to the Owner and will be capable of being broken down and reported in a number of different work breakdown structures, including but not limited to organizing the financial data by cost element codes, subcontracts, vendors, Construction Document packages, etc.

C. The Design Builder will coordinate the development of the project cost and GMP with the development of the Basis of Design Documents as well as the Project Schedule so that the Owner may obtain an accurate GMP within the Target Budget and Target Schedule.

2.05 DEVELOPMENT OF PROJECT SCHEDULE

A. The forecasting and development of each Task Order Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its campus.

B. Design Builder shall provide the Owner with frequent updates to the Task Order Schedule in a format acceptable to the Owner.

PART 3 PHASE 1 SUBMITTALS

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

3.01 SUBMITTALS

A. Submittals After Validation Notice to Proceed

1. Unless otherwise agreed, Design Builder shall provide the following Submittals within 10 business days after the Kickoff Meeting, unless otherwise noted in Phase 1 Schedule.
    a. Schedule Development Plan pursuant to Section 3.02.A
    b. Phase 1 Schedule including the Validation Phase pursuant to Section 3.02.B.
    c. BIM Protocol pursuant to Section 3.03.A, If deemed applicable by both Owner and Design Builder during Validation.
    d. Proposed Work Groups pursuant to Section 3.04.D.
    e. Design Development Plan Section 3.04.A
    f. GMP Development Plan pursuant to Section 3.05.A

B. Periodic submittals During Phase 1: Design Builder shall provide the following submittals throughout Phase 1.

1. On a monthly basis and with each Application for Payment:
    a. Updates to the Phase 1 Schedule, and Project Schedule pursuant to Section 3.02.B.
    b. Updated Schedule of Values pursuant to Section 3.05.B.
2. Pursuant to the Design Submittal Schedule established by the parties:
    a. Updated Design Submittals pursuant to Section 3.04.
    b. Updated project budget information pursuant to Section 3.05.
3. Milestone Design Deliverables pursuant to Section 3.04.G.

C. Submittals in the Validation Period Report:

1. Design-Builder shall provide the following Submittals in the Validation Report, unless otherwise approved. Phase 1 Schedule.
    a. Phase 1 Not to Exceed Amount with Phase 1 Schedule of Values pursuant to Section 3.05.B
    b. Phase 1 Scope of Work pursuant to Section 3.04.C.
    c. Target Schedule pursuant to Section 3.02C.
    d. Target Budget for Phase 2 pursuant to Section 3.05.D.
    e. Preliminary Schedule of Values for Phase 2 pursuant to Section 3.05.B.
    f. Proposed Work Breakdown Structure pursuant to Section 3.05.C.
    g. Initial Project Scope pursuant to Section 3.04.B
    h. Design Submittal Packages and Design Submittal Schedule pursuant to Section 3.04.E.
    i. BIM Execution Plan pursuant to Section 3.03.B. If deemed applicable by both Owner and Design Builder during Validation.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

j. Proposed Project Safety and Job Hazard Analysis for Phase 2 pursuant to Section 3.07.A.

k. Updated Subcontract and Inclusion Plan pursuant to Section 3.06.A.

l. Contract Amendment Level of Effort and Scope of Work pursuant to Section 3.08.B.A

m. Quality Management Plan pursuant to Section 3.11.A and Design Quality Management Plan pursuant to Section 3.11.C.

n. List of additional submittals (if any) required for the GMP Proposal

o. Owner will review the Submittals and provide approval.

D. Early GMP Proposals: If the parties agree to the submission of Early GMPs, Early GMP Proposals shall be submitted based on the Phase 1 Schedule agreed by the Parties. The content of Early GMP Proposals will be determined pursuant to Section 6.6 of the Agreement.

E. Phase 2 Proposal: At the time set forth in the Phase 1 Schedule, Design Builder shall provide a Phase 2 Proposal that includes the following Submittals.

1. Schedule of Values depicting the Proposed GMP pursuant to Section 3.05.B.
2. Basis of Design Documents including drawings and specifications pursuant to Section 3.04.F.
3. Target Phase 2 Detailed CPM Construction Schedule pursuant to Section 3.02.D.
4. Project Safety and Job Site Hazard Analysis pursuant to Section 3.07.B.
5. Project Phasing/Staging Analysis pursuant to Section 3.08.B.
6. Construction Quality Management Plan pursuant to Section 3.11.D.
7. Transition to Close-Out Plan pursuant to Section 3.12.
8. Differing Site Conditions Report pursuant to Section 3.13.
9. Any other Submittals determined by the Parties with the Validation Report.

F. Contract Amendment Proposal. With each Contract Amendment Scope, unless otherwise requested, Design-Builder shall submit a Contract Amendment Proposal that includes the following Submittals:

1. Contract Amendment Scope and Level of Effort
2. Contract Amendment Schedule
3. Contract Amendment Price
4. Updated Project Schedule indicating any impacts
5. Updated Project Cost or GMP

3.02 SCHEDULES

A. Schedule Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a Schedule Development Plan for review and approval by Owner.

1. The Schedule Development Plan will show the following:

a. The Key Team Member and other personnel responsible for developing and updating the Project Schedule;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

b. The process for collaboratively developing the Project Schedule, including all phases of the Schedule;

c. The process for developing and communicating updates to the Project Schedule;

d. The Design-Builder's plan for mitigating schedule delays and impacts;

e. The tools and systems that the Design-Builder will use to develop and update the Project Schedule;

B. Phase 1 Schedule. By the date set forth in Section 3.01.A herein, Design Builder shall provide a Phase 1 Schedule.

1. Phase 1 Schedule shall show the activities of the Owner and Design Builder necessary to meet Phase 1 requirements. .

2. Phase 1 Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.

3. If an update to Phase 1 Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner within five (5) business days.

C. Target Schedule. Pursuant to Section 3.01.C, Design Builder shall submit a Proposed Target Schedule that reflects Design Builder's sequence of design, procurement and construction activities including the interrelationships of the Demolition and Construction Packages.

1. The Proposed Target Schedule shall show the activities of the Owner and Design Builder necessary to meet the Project completion requirements.

2. The Proposed Target Schedule shall be updated periodically monthly with the level of detail for each schedule update reflecting the information then available.

a. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.
b. Design Builder shall also provide updates during the development of the Basis of Design Documents.

3. Design Builder shall meet with the Owner to review the Proposed Target Schedule and the parties shall collaboratively develop a final Target Schedule. In the event that the Owner has any comments relative to the Proposed Target Schedule or Target Schedule Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Preliminary Schedule, its basis, or both. The parties will work collaboratively to make adjustments in the Basis of Design Document, the Project Schedule, or Target Budget to fit within the Owner's objectives.

4. The Target Schedule will be used as a basis for scheduling the Project throughout Phase 1.

5. If an update to the Target Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

plan and recovery schedule to the Owner pursuant to the Contract Documents.

D. With a Contract Amendment Proposal, unless otherwise directed, Design Builder shall provide a Project Schedule that will incorporate the Target Schedule developed collaboratively during Phase 1 along with any updates to the schedule.

E. All schedules will be developed using pull planning or other approved approach. After the schedules are developed, Design-Builder will deliver the schedule in the format of a Critical Path Method (CPM) schedule as set forth below.

F. Critical Path Method (CPM) schedule

1. The CPM Schedule will contain the following
    a. All tasks required to complete the scope of work for the project.
    b. Durations for all tasks in the project schedule.
    c. Logical ties and sequence of work for every task in the schedule.
2. Project Schedule shall be detailed and organized according to the approved WBS. The project schedule will include all activities and relationships identified in the Design-Builder's Scope of Work Narrative. Each major area of work within Design-Builder's scope shall be represented by activities in the schedule.
3. The detailed schedule shall reflect, at a minimum, design, engineering, procurement, construction, fabrication, and delivery activities for each design package and each piece of procured equipment, key drawing release dates by discipline, and logic and interrelationships between activities so that a logical progression of the work is depicted. Project Milestones shall also be included in schedule.
4. Design-Builder and subcontractors shall meet with the Owner to review and approve the detailed CPM baseline Project Schedule.
5. Once the detailed project schedule has been approved by the Owner, Design-Builder will establish a baseline schedule. Thereafter Design-Builder shall advise the Owner of any proposed Critical Path Schedule changes and promptly provide the Owner with any revisions thereto and recovery plans as required to meet the contractual dates.
6. Schedule Validity and Content
    a. Prepare schedules in MS Project.
    b. Contain Work Breakdown Structure coding matching deliverables and work packages.
    c. Schedule will reflect all deliverables and tasks mention in the Scope of Work narrative.
    d. Schedules shall be coded for grouping by procurement, construction, and closeout/commissioning at a minimum.
    e. Schedules shall be provided in electronic MS Project format on a monthly basis unless otherwise agreed by the parties.
    f. Complete sequence of design, engineering, procurement, and construction by activity.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

g. Schedules will be reported and calculated using retained logic. No progress override.

h. No open ends with the exception of one predecessor open end for starting the project and one successor open end for completing the project.

i. No out-of-sequence logic.

j. Critical path for Design-Builder's schedule activities.

3.03 BIM MODEL AND EXECUTION PLAN

If the parties agree to utilize Building Information Modeling, Design-Builder will provide the following subject to confirmation during Validation:

A. BIM Protocol

1. Design Builder shall develop and submit an appropriate technology protocol for BIM and digital information modeling. The protocol shall define the ownership, access and responsibility with respect to project information, in particular with respect to shared BIM. On a more detailed level the protocol shall develop standards for data interfaces, layering and other criteria to be developed during the validation Phase.

2. Design Builder shall provide the BIM Protocol by the date set forth in Section 3.01.A.

B. With the Validation Period Report for each Task Order, Design Builder shall submit for the Owner's review and approval a BIM Execution Plan which shall meet the objectives and requirements set forth in the Owner's Project Criteria and is anticipated to include the following elements:

1. BIM System Requirements and relevant requirements (eg, Autodesk 360, REVIT, etc.)

2. BIM Manager

3. Communication and markup processes

4. Turnover requirements at the end of the project

C. The BIM Execution Plan will provide for BIM Reviews where Design Builder will present the BIM model for review. BIM Reviews will occur at the frequency agreed by the parties during the design period and as necessary during Construction. The BIM review will generally consist of a walkthrough of the 3D model showing all systems both individually and integrated, and an identification of any clashes among disciplines. Design Builder will be responsible for administering this process and resolving any clashes in a timely fashion.

D. Design Builder shall meet with the Owner to review the proposed BIM Model and BIM Execution Plan.

1. In the event that the Owner has any comments relative to the proposed BIM Model and BIM Execution Plan or finds any inconsistencies from the Owner's Project Criteria or inaccuracies in the proposed BIM Model and BIM Execution Plan, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed BIM Model and BIM Execution Plan.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2. The parties will work collaboratively to make adjustments in the proposed BIM Model and BIM Execution Plan, or any Commercial Term to fit within the Owner's objectives.

E. The intended use of BIM for the Project shall accomplish the following objectives:

1. For illustrations and presentation to the Owner and Stakeholders of the intended design

2. For coordination between disciplines and trades (clash detection) during design and construction

F. Use of BIM for Design and Construction:

1. BIM shall be an integral part of project delivery and shall enable all stakeholders to see the project clearly as it develops. BIM shall support the use of SD models to iron out sequencing and cost issues where appropriate during construction and allow pull- driven fabrication and just-in-time delivery of information, materials, parts, assemblies and required equipment and resources. Design Builder shall appoint a Modeling Coordinator who will coordinate the use and protocol of BIM with the Owner's BIM Consultant.

G. Use of BIM for Facility Management and Maintenance:

1. If requested by the Owner, Design Builder and Owner shall establish the initial requirements for the use of the model for Facility Management Monitoring and Maintenance, and additionally, Design Builder shall investigate and perform assessment of software programs to meet these requirements. During the preparation of Construction Documents, Design Builder shall meet with the Owner's operations and maintenance staff and discuss specific requirements that shall be built into the BIM model. It is the intent that any implementation of additions to the BIM design model for Building Monitoring Management and Maintenance will be included as part of future task authorizations.

3.04 DESIGN SUBMITTALS AND SPECIFICATIONS

A. Design Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a Design Development Plan for review and approval by Owner that expands on the preliminary Design Development Plan submitted with Design-Builder's Management Proposal.

1. The Design Development Plan will show the following:

a. Organizational structure of the Design Team, including identification of Key Team Members and how the Design Team will integrate with Owner;

b. A description of the process by which the Design-Builder will develop a design collaboratively with the Owner and the Owner's Advisor. In addition to an explanation of the process, include the following information:

(1) Describe the process of conducting a robust validation process that will significantly reduce the risks on the Project and incorporate relevant information as soon as practicable into the completion of the design;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

(2) Describe the process of identifying and evaluating design alternatives and selecting the preferred alternative that considers stakeholder input, budget, early work packages, material procurement, etc. and provides balanced design solutions to meet the Project needs within the Owner's budget;

(3) Describe the process of designing to take advantage of efficient techniques, including but not limited to pre-fabrication, modularization, and other efficient construction means and method;

(4) Describe the process to incorporate constructability into the design;

(5) Describe the process for scheduling Submittals so that the Owner can review them in a logical and efficient manner;

(6) Describe the process for managing comments from Owner, stakeholders, and permitting authorities;

B. Initial Project Scope. During the Validation Period, the Design-Builder shall review the Task Order Scope and evaluate the feasibility of including the Owner's Project Criteria applicable to the Task Order within the Owner's Budget and Schedule.

1. Design-Builder shall develop a Proposed Initial Project Scope for each Task Order that represents the Design-Builder's best estimate of a reasonably feasible scope of work that can be accomplished for the Proposed Target Budget and Proposed Target Schedule.

2. The Design-Builder shall submit its Proposed Initial Project Scope to Owner with the Validation Period Report, and the parties shall collaboratively develop the final Initial Project Scope that will be used as a basis for designing the Project throughout Phase 1.

3. Should the Design Builder believe the Owner's Project Criteria is not feasible within the Owner's Budget and schedule, the Design Builder will provide options, recommendations and/or alternative technical concepts for the Owner to consider. The parties may decide to determine whether to designate certain parts of the Work as Deferred Scope. Deferred Scope is work that the parties determine is not in the Initial Project Scope; however, the parties will continue to develop the work with the goal of adding the Deferred Scope back into the Project at a later time within the applicable Target Budget or GMP.

C. Phase 1 Scope of Work. With the Validation Period Report, Design-Builder shall submit a Phase 1 Scope of Work for Owner's review and approval. The Phase 1 Scope of Work will provide detail on the Work Design-Builder will perform during the remainder of Phase 1, including but not limited to the following:

1. Design hours by Design Submittal Package

2. Pre-Construction NTE costs

3. Other Costs of the Work, described in detail.

D. Work Groups. The parties will establish Work Groups that correspond with the Cost Model and the Design Submittal Packages. The purpose of the Work Group is to develop Design Submissions within the applicable Design Submittal Package that are consistent with the Target Budget, Target Schedule, and Initial Project

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Scope. Not every scope may benefit from a Work Group. The Design-Builder is anticipated to propose the most efficient approach to developing design and cost within the Target Budget.

1. By the date set forth in Section 3.01.A. of this Exhibit, the Design-Builder will provide the Owner with a list of proposed Work Groups. The parties will then collaboratively establish the final Work Groups.
2. Each Work Group will contain representatives from both the Owner and the Design-Builder.
3. Work Groups will make decisions consistent with the Project Goals and the Commercial Terms. If a Work Group cannot make a decision by consensus, then the Work Group shall refer the decision to the Owner's Representative and the Design-Builder's Representative.
4. Work Groups will collaboratively develop the Work Group Estimate using Target Value Design and a continuous estimating process that provides real time estimates of the costs of the Design Submittals to the Owner. The Design-Builder will use the Work Group Estimates to develop the GMP.
5. Additionally, the Work Groups will be expected to look for opportunities for removed scope, additional scope, higher quality of materials or equipment, alternates, or similar to create additional value to the Project. If applicable, reviewing scope that may have been removed when establishing the Project Program and Scope is expected to be given first consideration.

E. Design Submittals. As Design Builder develops the Basis of Design Documents, Design Builder shall collaborate with the Owner to submit and review the Design Submittals and specifications that will be incorporated into the Basis of Design Documents. The Design Submittals will be submitted pursuant to the Design Submittal Schedule.

1. Design Builder may decide to segregate the Project into separate Design Submittal Packages for review and approval by the Owner pursuant to Section 3.01.B. of this Exhibit.
2. The Design Submittal Schedule will be developed such that the review of each Design Submittal is of reasonable scope for prompt, efficient, and thorough review by the Owner.
3. Design Builder shall highlight any material differences between the Design Submittals as they are being developed and the Owner's Project Criteria and Initial Project Scope, as applicable.
4. In the event that the Owner has any comments relative to the Design Submittals or finds any inconsistencies from the Owner's Project Criteria and Initial Project Scope, as applicable, or inaccuracies in the Design Submittals, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Basis of Design Documents.
5. The parties will work collaboratively to make adjustments in the Design Submittals and in the proposed Basis of Design Documents to fit within the Owner's Project Goals.

F. Basis of Design Documents. The Owner and Design Builder shall work collaboratively to develop the Basis of Design Documents provided as part of the

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

GMP Proposal for each Task Order. The Basis of Design Documents submitted with the GMP Proposal shall include at a minimum the following documents.

1. Project Manual, which shall set forth both the general objectives for the Owner, as well as specific uses for each element of the Task Order Scope set forth in the Owner's Project Criteria.
2. The Specifications for the Project.
3. Performance Requirements, which shall set forth the specific requirements for the project and identification of each major system, including but not limited to the following:
    a. Mechanical, electrical and plumbing systems
    b. Structural capacities and requirements
    c. Warranty obligations
    d. Operations and maintenance requirements
4. Designs developed during Phase 1.
5. Legal Requirements on which the GMP Proposal for each Task Order is based.
6. Energy Reduction and Efficiency Plan which shall document systems to be used and appropriate use and maintenance to assure energy efficiency to obtain LEED Silver if applicable and confirmed during Validation. A list of the assumptions and clarifications on which the GMP and Project Schedule are based.

G. Milestone Deliverables

1. The parties will agree on any Milestone Design Submission deliverables in the Design Submittal plan.
2. Design-Builder must have written approval from the Owner to proceed with the project after submission of each agreed milestone deliverable

3.05 COST AND GMP

A. GMP Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a final GMP Development Plan for each Task Order for review and approval by Owner.

1. The GMP Development Plan will include the following:
    a. Describe the Design-Builder's strategies for exceeding the Project Goals.
    b. Describe the process by which the Design-Builder will collaborate with Owner to establish the final GMP, including communication strategies and tools.
    c. Describe the Design-Builder's processes and tools for monitoring, reporting and managing cost, including but not limited to:
        (1) Design to budget control and reporting processes, including the project controls software that the Design-Builder will use to provide transparency and to monitor

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

and communicate the project costs to the Owner, including self-performed and subcontracted work;

(2) Scope, cost, and schedule baseline development and management/change control processes and the participation and interaction among the scheduling and estimating, project, design, construction and operations management teams to execute these processes;

(3) Incorporating input from design-build or other sub-contractors;

(4) How the Design-Builder will quantify the cost of risk and how risk is factored into the cost and schedule baseline, the project costs, and schedule performance;

(5) Describe the Design-Builder's processes to avoiding surprises in unexpected costs and increases in project estimates. Specifically address the Design-Builder's approach to escalation, supply chain management, and resource scarcity;

(6) Describe the specific tools that will be used for the financial management of the Project including a description of the tool and how the tool will provide value to the Project.

B. Schedule of Values

1. Schedule of Values. At the times set forth herein, Design-Builder will submit Schedules of Values for the Project in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.

2. With the submission of Design Submittal Packages, Design Builder shall provide updated estimates of costs associated with the Design Submittal in the agreed Cost Model format.

3. The updated estimates shall be provided with the Progress Report and shall be updated with new information as Design Builder develops and finalizes the applicable Contract Amendment NTE and the GMP.

4. Schedule of Values.

   a. With the Validation Period Report, Design-Builder shall provide a proposed Schedule of Values with a Target Budget for Phases 1 and 2 for Owner's review and acceptance.

   b. Design-Builder will provide a Schedule of Values for Phase 2.

5. With the Progress Report, Design Builder shall provide an updated Schedule of Values for the Work with actual start and/or finish dates and percentages complete. Updates shall compare the planned progress from baseline schedule with actual progress from the current schedule.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

The Schedule of Values shall be in conformance with the requirements below and in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may reasonably require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.

6. Schedule of Values Requirements
   a. Submit to Owner schedule of values allocated to various portions of Work.
   b. Submit to Owner an updated progressed CPM Schedule will substantiate the % complete of each task.
   c. Schedule of values shall be used as basis for Design-Builder's Applications for Payment, as well as a basis for identifying savings and overruns at the end of the project.
7. Sum of all values listed in schedule shall equal total GMP Contract Price.
8. Each item shall include directly proportional amount of Design-Builder's fee, as applicable.
9. Schedule of Values Form and Content
   a. Schedule of Values will match a format acceptable to Owner.
   b. Title of Project and location.
   c. Owner Project number.
   d. Name and Address of Design-Builder.
   e. Date of submission.
   f. Schedule of Values columns will contain at a minimum the following information
      (1) Line Item # - Corresponding back to the WBS and CPM Schedule
      (2) Line Item Description
      (3) Budgetary Cost
      (4) Current Period % Complete
      (5) Current Period Cost
      (6) JTD % Complete
      (7) JTD Cost
      (8) Variance Column Representing Budgetary Cost Minus JTD Cost

C. Work Breakdown Structure (WBS)

1. The Work Breakdown Structure (WBS) is a task-oriented division of work necessary to engineer, procure, and construct the Project. It categorizes successively smaller tasks, in order to achieve scope, schedule, and budget control at the most practical level. The WBS should correspond with the Cost Model and be in a format acceptable to the Owner.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2. Within the time frame set forth in Section 3.01.C, Design-Builder will propose a WBS structure. Design-Builder will work with the Owner to develop a mutual compatible WBS system to satisfy the intent of the project. The WBS structure will represent the Design-Builder's entire scope for the project, broken down into manageable Submittals or work packages. This Hierarchy will be used to organize the project's scope narrative, the project's schedule, and the project's budgeted Schedule of Values (SOV). This will not be presented as a list of Submittals but as breakdown of work packages and their Submittals. The parties will agree on a form of WBS for use in the Project.

D. Target Budget. Pursuant to Section 3.01.C, Design Builder shall submit a Proposed Target Budget that reflects Design Builder's best estimate of an achievable GMP for the Initial Project Scope.

1. The Proposed Target Budget shall include a Schedule of Values The Proposed Target Budget shall be updated periodically monthly with the level of detail for each update reflecting the information then available.

   a. During Phase 1, Design Builder will establish the timing for Target Budget Updates with acceptance from the Owner.
   b. Design Builder shall also provide updates during the development of the Basis of Design Documents.

2. Design Builder shall meet with the Owner to review the Proposed Target Budget and the parties shall collaboratively develop a final Target Budget. In the event that the Owner has any comments relative to the Proposed Target Budget or Target Budget Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Target Budget. The parties will work collaboratively to make adjustments in the Basis of Design Document, the Project Schedule, or GMP to fit within the Owner's objectives.

3. The Target Budget will be used as a basis for estimating and developing the Contract Amendment NTEs and the GMP throughout Phase 1.

4. If an update to the Target Budget indicates that the Target Budget will be exceeded, Design Builder shall submit a corrective action plan to the Owner.

5. Design Builder will use Target Value Design and a continuous estimating process that provides real time estimates of the costs of the Design Submittals to the Owner. The Design-Builder will use the Contract Amendment Scope Estimates to develop the Contract Amendment NTE and the GMP.

E. Establishment of the Contract Amendment NTE and the GMP.

1. With a Contract Amendment Proposal, Design Builder shall prepare and submit a Schedule of Values that depicts the Contract Amendment Scope to the Owner, in a format acceptable to the Owner. The Amendment Proposal must reflect Design Builder's total cost for the Contract Amendment Scope on an open book basis. The Schedule of Values shall include for each Contract Amendment Scope:

   a. The Design-Builder's Lump Sum Fee pursuant to Section 6.2 of the Agreement;

   b. The Cost of the Work pursuant to Section 6.3 of the Agreement;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

c. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis pursuant to Section 6.4.1 of the Agreement;

d. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement;

e. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement;

f. The Cost of the Work Contingency pursuant to Section 6.4.4.1.a of the Agreement;

g. The Design-Builder's Contingency pursuant to Section 6.4.4.1.b of the Agreement;

h. The Lump Sum General Conditions Cost pursuant to Section 6.4.5 of the Agreement;

i. If applicable, a schedule of Unit Prices and Hourly Rates pursuant to Section 6.4.6 of the Agreement

j. The updated GMP for the entire Project to date, including all previously approved Contract Amendment NTEs and the proposed amount in the Contract Amendment Proposal.

2. In support of the proposed Contract Amendment NTE, Design Builder shall provide:

a. A list of the assumptions and clarifications made by Design Builder in the preparation of the Contract Amendment to supplement the information contained in the Basis of Design Documents.

b. All material changes from the Owner's Project Criteria and Design Builder's Proposal and the costs associated with such changes.

3. GMP. The Guaranteed Maximum Price is the total sum of all previously agreed Contract Amendments. Each Contract Amendment Proposal shall provide the updated GMP with the new proposed GMP.

F. Design Builder shall meet with the Owner to review the Contract Amendment NTE. In the event that the Owner has any comments relative to the proposed Contract Amendment NTE or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Contract Amendment NTE, its basis, or both. The parties will work collaboratively to make adjustments in the Basis of Design Documents, Project Schedule, or Contract Amendment NTE to meet the Owner's objectives.

3.06 SUBCONTRACT PLAN AND INCLUSION PLAN

A. The Design Builder shall provide for approval the Subcontracting and Diverse Business Inclusion Plan that will include the following. Design Builder should integrate plans where appropriate:

1. Identification of the Work anticipated to be subcontracted, including the scope of the subcontracted Work ("Subcontract Package");

2. A comprehensive explanation regarding the process for identifying, prequalifying, and negotiating with qualified Subcontractors;

3. The form Subcontracts that Design-Builder anticipates using, all of which

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

must be in compliance with Section 2.8 of the General Conditions.

4. A Subcontractor Procurement Process the anticipated Self-Performed Construction Work, including the process for obtaining competitive bids for self-performed work, and

5. An explanation regarding how Design-Builder will incorporate Subcontractor input into the design.

6. An explanation regarding how the Design Builder will include the Owner in the process.

3.07 PROJECT SAFETY AND JOB SITE HAZARD ANALYSIS

A. By the date set forth in Section 3.01.C herein, Design Builder shall submit a Project Safety and Job Site Hazard Analysis for the Phase 2 activities associated with all phases of the project of each Task Order.

B. By the date set forth in Section 3.01.E herein, Design Builder shall submit a Project Specific Safety Plan with Job Site Hazard Analyses addressing all phases of the project after Phase 1 of each Task Order.

C. No field investigation or construction activities will be authorized without acceptance of safety plans as required for the Work.

3.08 PROJECT PHASING /STAGING

A. Early GMP Plan. With the Validation Period Report for each Task Order, Design-Builder will provide its Early GMP Plan that will include the Design-Builder's proposed plan to complete portions of the Work prior to completion of the entire Project that would be subject to an Early GMP pursuant to Section 6.6.2.4 of the Agreement.

1. The Early GMP Plan will include the following elements for each Early GMP Scope:

   a. A detailed description of the Early GMP Scope, including but not limited to the portion of the WBS and/or Basis of Design Documents that are applicable to the Early GMP Scope;

B. Contract Amendment Plan. With the Validation Report, or as otherwise agreed, Design-Builder will provide Contract Amendment Plan that will include the Design-Builder's proposed plan for Contract Amendments to complete the Work.

1. Unless otherwise directed, the Contract Amendment Plan will include the following elements for each Contract Amendment Scope:

   a. A detailed description of the Contract Amendment Scope, including but not limited to the portion of the WBS and/or Basis of Design Documents that are applicable to the Contract Amendment Scope;

   b. The Contract Amendment Schedule;

   c. Any long lead items anticipated for the Project; and

   d. The deliverables required for the Early GMP Proposal.

2. If approved after negotiation with the Owner, the Contract Amendment Plan will be incorporated into the Contract Documents via Contract Amendment.

C. With significant scope Early GMPs, Design Builder shall provide a Project

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Phasing/Staging Analysis for all Demolition and Construction Packages that includes detailed plans for the phasing of the elements of the Task Order Scope, including but not limited to all modifications and all other construction activities including the staging of construction materials and facilities.

3.09 PERMITTING STRATEGY PLAN:

A. With Validation Report, Design Builder shall provide a Permitting Strategy Plan detailing the process for obtaining the building and site development permits for various phases of the project. During Phase 1, Design Builder must meet with the applicable building officials and develop processes and timelines for reviews and approvals.

B. The Permitting Strategy Plan must include the following:

1. A plan for conducting an efficient permitting process that minimizes re-design and obtains the required permits within the Project Schedule;
2. A list of permits required for the Project including Owner led permits;
3. For each permit, the process and plan for obtaining the permit, including coordination of communications with permitting agency staff;
4. For each permit, a check list for each task required to obtain the permit; and
5. For each permit, a schedule for obtaining the Permit.

3.10 DBE, SMALL, VETERAN, AND LOCAL BUSINESS PARTICIPATION AND INCLUSION PLAN

A. As proposed and accepted under Agreement, Design Builder shall analyze the capabilities of DBE, Veteran, as well as small, regional, and local firms and the projected manpower availability to determine and report on the percentage of the Work that such firms could reasonably be expected to perform during the Design, Preconstruction and Construction Phases of the Project.

B. Based on this analysis, Design Builder shall prepare a DBE, Small, Veteran, And Local Business Participation/Outreach Plan, that is part of the Subcontracting plan, that is a thoughtful commitment to include DBE, Small, Veteran, And Local Business in the design and construction for the Project. Work performed by DBE, Small, Veteran, And Local Business must have a Commercially Useful Function.

C. As a minimum, the Inclusion Plan shall include:

1. Outreach strategies to identify DBE, Small, Veteran, And Local Business capable of performing the work in the geographic region of the Project;
2. A complete description of the efforts to be taken on the part of Design Builder to tailor design, preconstruction services and Construction Packages so as to be capable of being performed by DBE, Small, Veteran, And Local consultants, designers, and/or subcontractors.
3. The approach to procure consultants and subcontractors (e.g., open bid, best-value, etc.) to maximize participation by DBE, Small, Veteran, And Local Business.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

4. Contracting strategies to remove barriers that allow DBE, Small, Veteran, And Local Business and local businesses to be able to subcontract for the Project, such as the use of joint ventures in partnering with non-DBEs;

5. Business strategies to support DBE, Small, Veteran, And Local Business in being successful on the project such as introductions to banks and/or bonding companies, progressive design-build training, and retainage;

6. Training opportunities in supporting the successful performance of the work by DBE, Small, Veteran, And Local Business;

3.11 QA/QC PLANS

A. Quality Manual

1. The Design-Builder shall provide a Quality Manual that describes the Quality Management System for all aspects of the Work. The Quality Manual shall establish the Quality Policy and Quality Objectives for all aspects of the Work and shall describe the processes that shall be established, implemented, controlled, and continually improved to achieve the Quality Objectives established for the Project.

2. The Quality Objectives shall be measurable and linked to meeting the needs and performance expectations of the Owner in respect of the Project. The Quality Management System described in the Quality Manual shall include all the activities required to achieve these Quality Objectives, including the Design-Builder's controls such as scope, cost, schedule and general document control management activities. All these activities shall be subject to Internal Quality Audits and External Quality Audits.

3. The Quality Manual shall describe the members of the Design-Build Team, including Subcontractors and Key Team Members involved in performing the Work and how key management activities (such as the Design-Builder's controls, design management and construction activities) shall interface with each other. The Quality Manual shall also provide the organization chart identifying the authority and responsibilities of all Key Team Members and other key personnel involved with the aforementioned aspects of the Project. The Quality Manual shall also show how the various levels of Quality Management System documentation are linked together.

4. The Quality Manual shall clearly define the reporting function and authority of the Design-Builder's Quality Manager who shall liaise with the Owner and act as the single point representative of the Design-Builder for all matters relating to quality management for design and construction.

B. Quality Manager

1. At all times during the Project, the Design-Builder shall assign a Quality Manager who shall

   a. have experience in a similar quality management representative role for a project have experience overseeing the design and construction of projects of similar scope and complexity to this Project;

   b. have sufficient organizational authority to implement required actions to ensure compliance with all quality requirements of this Agreement;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

c. have full access to all Quality Documentation described in the Quality Management System, including documentation maintained by all Design-Build Team Members;

d. be responsible for developing, implementing, maintaining, and ensuring the effective operation of, the Quality Management System including auditing, reporting and implementing corrective actions for Nonconforming Work;

e. ensure that reviews, checking, and verification are undertaken for all designs;

f. be responsible for the supervision of any personnel supporting the Quality Manager in the execution of the Quality Plan; and

2. The Quality Manager will be responsible, at a minimum, for the following items

a. developing, implementing and maintaining the Quality Plans;

b. initiating periodic management reviews, annually at a minimum;

c. developing and implementing a program for corrective actions and preventive action for Non-Conforming Work.

C. Design Quality Management Plan.

1. The Design-Builder shall implement and conform to a comprehensive Design Quality Management Plan that describes how it intends to manage the design processes for the Project, its Quality Manual and the provisions of the Project Agreement. The DQMP is to apply throughout the Work.

2. The DQMP shall contain an organizational chart identifying Key Team Members and other key personnel responsible for design management and their relationship with the Quality Manager for the Design-Builder's overall Quality Management System as documented in the Design-Builder's Quality Manual. It shall also contain a description of the responsibilities, qualifications, and authority of the above personnel and the organizational interfaces between those responsible for design management and other engineering and construction management disciplines. The DQMP shall address all phases and aspects of the Work including design and construction.

3. The DQMP shall, at a minimum, include or reference detailed Quality Management System procedures and process flow charts for the following processes:

a. design and development planning;

b. determination of design inputs and outputs;

c. design development reviews;

d. design verification to ensure that design input requirements have been met;

e. design validation to ensure that the completed project is capable of meeting its intended use;

f. design changes;

g. quality control of design deliverables;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

h. handling of Owner review comments on submittals;

i. quality assessment and procurement of the Design-Build Team members responsible for design;

j. if approved by Owner, External Quality Audits of the Design-Build Team members responsible for design;

k. Internal Quality Audits;

l. Corrective Actions, Preventive Actions and opportunities for improvement;

m. document control management;

n. Submittal scheduling and the Project Schedule audits;

o. control of revisions construction documentation during construction; and

p. control of records relating to Quality Management.

4. The above procedures and flow charts shall document who does the work, what they do, and what evidence is generated that they have done the work correctly.

D. Construction Quality Management Plan.

1. The Design-Builder shall provide a Construction Quality Management Plan that describes how it intends to manage the construction activities, its Quality Manual and the provisions of the Agreement. The CQMP is to apply throughout the Project.
2. The CQMP shall contain an organizational chart identifying Key Team Members responsible and a description of the responsibilities, qualifications, and authority of the above personnel and the organizational interfaces between those responsible for construction management and other disciplines such as design management and environmental management. The CQMP shall address all phases and aspects of the Works, including design and construction.
3. The CQMP shall, at a minimum, include the following processes:

a. Project Schedule management and audits;

b. inspection, testing and monitoring;

c. materials identification and traceability;

d. quality assessment and procurement of the Design-Build Team Members responsible for construction;

e. if approved by Owner, External Quality Audits of the Design-Build Team Members responsible for construction;

f. Internal Quality Audits;

g. control of nonconforming product;

h. Corrective Actions, Preventive Actions and opportunities for improvement;

i. document control management;

j. control of Construction Documents drawing mark ups to reflect the as-built condition including capture of the reasons for any changes

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

from the issued for construction documents and any necessary authorizations; and

k. control of Quality Records.

4. The above procedures and flow charts shall document who does the work, what they do, and what evidence is generated that they have done the work correctly.

3.12 TASK ORDER CLOSEOUT PLAN

A. With the GMP Proposal, Design Builder shall provide a Task Order Closeout Plan that integrates all aspects of project closeout proactively over the life of the project. The Task Order Closeout Plan will be a comprehensive outline of the process to verify that the requirements of the Task Order Scope are satisfactorily completed and to manage the commissioning and closeout of the Project. The Task Order Closeout Plan is a living document that will grow and expand as the design and construction progress. The Task Order Closeout Plan should include, but not be limited to mechanisms and procedures for:

1. Turn over plan to maintenance staff;
2. Testing and Commissioning activities;
3. A list of all closeout provisions included in subcontract procurement documents;
4. A list of specific requirements for achieving Substantial and Final Completion for the Task Order;
5. An outline of proposed phased completions and early subcontract closeouts;
6. The system by which Design-Builder will determine and achieve commissioning and testing requirements;
7. A list of all Warranty requirements;
8. A list of all requirements by any Utilities for acceptance and completion;
9. A check list of all training required at the conclusion of the Task Order;
10. A check list of all O&M Documentation that will be provided at the conclusion of the Project;
11. A process for developing and transferring Record Documents;
12. A process for managing audits and cost reconciliations of the Cost of the Work and all other costs submitted by Design-Builder;
13. Coordination with the Permitting Strategy Plan;
14. A plan for finalizing all requirements and documentation required for completion of the Task Order.

3.13 DIFFERING SITE CONDITIONS REPORT

A. With the Validation Report, Design Builder shall provide a report of all identified, all existing Site Conditions establishing a baseline of Site Conditions. During Phase 1 the Design Builder, if necessary, shall provide a report of all site conditions

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

discovered that maybe differing from the base-line, as defined in Section 4.2 of the General Conditions of the Contract that are discovered during Phase 1.

B. The Differing Site Conditions Report shall include the following information for each of the identified Differing Site Conditions identified in the Report.

1. The location of the Differing Site Condition;
2. A description of the Differing Site Condition that explains why it qualifies as a Differing Site Condition pursuant to Section 4.2 of the General Conditions;
3. The date the Differing Site Condition was discovered;
4. The impact of the Differing Site Condition on the Owner's Project Criteria, the Basis of Design Documents, and/or any Commercial Term, as applicable.

PART 4 PHASE 2 SCOPE OF SERVICES

4.01 Unless the parties agree otherwise in writing, this Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 2 for each Contract Amendment.

4.02 PHASE 2 SCOPE

A. Design Builder shall complete the design and construction services as set forth in each Contract Amendment.

B. Design Builder shall provide the Submittals set forth in this Attachment during the course of Phase 2. Submittals shall be provided in a format acceptable to the Owner.

4.03 COMPLETION OF DESIGN

A. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

B. The Owner will review and comment on the Construction Documents and other Design Submittals in a timely fashion.

C. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies, such as BIM or Design-Build processes, may require modifications to these requirements.

4.04 SCHEDULE OF VALUES AND COST MODEL

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. With the Progress Report, Design Builder will continue to update estimates and forecasts in the format required above and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an open and transparent basis.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

C. The Schedule of Values and Cost Model must be consistent with the GMP Amendment and any Early GMP Amendment and the format required above, unless the parties have agreed on a Change pursuant to Article 10 of the General Conditions.

4.05 TASK ORDER SCHEDULE

A. The forecasting and development of the Task Order Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its property.

B. Design Builder shall provide the Owner with frequent updates to the Task Order Schedule on a monthly basis in the format required above for a scheduled completion within the GMP established in the GMP Amendment and any Early GMP Amendment.

4.06 CONSTRUCTION SERVICES

A. Design-Builder shall provide Construction Services and complete the construction of the Project pursuant to the Contract Documents.

4.07 COMMISSIONING, TESTING AND CLOSEOUT

A. Design Builder shall provide/assist with the commissioning, testing, and closeout of the Project pursuant to the Contract Documents and the Closeout Plan.

4.08 PHASE 2 SUBMITTALS

A. PERIODIC SUBMITTALS

1. On a monthly basis and with each Application for Payment:
    a. Updates to each Task Order Schedule pursuant to Section 3.02.
    b. Updated Schedule of Values pursuant to Section 3.05.
2. Pursuant to the Design Submittal Schedule established by the parties:
    a. Updated Design Submittals pursuant to Section 3.02.
    b. Updated project budget information pursuant to Section 3.05.

B. MILESTONE SUBMITTALS. Design Builder shall provide the following Milestone Design Submittals pursuant to the Project Schedule:

1. 100% Construction Documents for review and approval by the Owner.
2. Design Builder shall not proceed with the project after submission of the 100% Construction Documents until it receives the Owner's written approval.

C. Design Builder shall provide such other Submittals as set forth in the Contract Documents to successfully complete the Project including but not limited to:

1. As Builts
2. CPARB Reports, as requested
3. Funding Audit Reports, as requested.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
PHASE 1 & 2 AMENDMENTS
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
FORM OF VALIDATION AMENDMENT
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

Unless the parties agree in writing otherwise, the Validation Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this Validation Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Validation Amendment conflict with the Agreement, the terms in this Validation Amendment shall govern.

2. The Design-Builder has submitted to Owner a Validation Report pursuant to Part 3 of Exhibit C.

3. The Owner has reviewed the Validation Report, the parties have reconciled the Owner's Comments, and the Owner has accepted the Validation Report as reconciled. The conformed, reconciled Validation Report is attached to this Amendment and is incorporated as if fully set forth herein.

4. Consistent with the Validation Report, the parties hereby establish the following Commercial Terms:

Phase 1 Not to Exceed Amount	$
Design-Builder's Fee (multiplier)	
Cost of the Work Contingency	$
Design-Builder's Contingency	$
Phase 1 Completion Date	

6. Other Commercial Terms, if applicable, are set forth pursuant to the following Exhibit(s):

a. **Exhibit X – Allowances** for Phase 1 Work as set forth in the Agreement

b. **Exhibit X - Not to Exceed Sums** for Phase 1 Work as set forth in the Agreement

c. **Exhibit X - Lump Sums** for Phase 1 Work as set forth in the Agreement

d. **Exhibit X - Contingencies** as set forth in the Agreement

e. **Exhibit X - Unit Prices**

f. **Exhibit X** - **Hourly Rates** as set forth in the Agreement

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount set forth above.

In executing this Amendment, Owner, and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

[NEXT PAGE]

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
FORM OF VALIDATION AMENDMENT
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

BENTON COUNTY	**DESIGN-BUILDER**
By _____	_____
_____	Name of Design-Builder
Its _____	By _____
	Its _____
Date: _____	Date: _____
	DESIGN-BUILDER'S ADDRESS AND PHONE:
_____	_____
	_____

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
FORM OF GMP AMENDMENT
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

Unless the parties agree in writing otherwise, the GMP Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this GMP Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this GMP Amendment conflict with the Agreement, the terms in this GMP Amendment shall govern.

2. The Design-Builder has submitted to Owner the GMP Proposal pursuant to Section 6.6.1.3 of the Agreement and as described in Part 3 of Exhibit C.

3. The Owner has reviewed the GMP Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.3 of the Agreement, and the Owner has accepted the GMP Proposal as reconciled. The conformed, reconciled GMP Proposal is attached to this GMP Amendment as Exhibit A and is incorporated as if fully set forth herein.

4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement pursuant to the Agreement.

5. Consistent with the GMP Proposal, the parties hereby establish the following Commercial Terms:

Guaranteed Maximum Price	$
Cost of the Work	$
Design-Builder's Lump Sum Fee	$
Lump Sum General Conditions Costs	$
Cost of the Work Contingency (Section 6.4.4.1.a)	$
Design-Builder's Contingency (Section 6.4.4.1.b)	$
Substantial Completion Date	
Final Completion Date	

6. Other Commercial Terms are set forth pursuant to the following Exhibits:

   a. **Exhibit X - Allowances** as set forth in Section 6.4.1 of the Agreement

   b. **Exhibit X - Not to Exceed Sums** as set forth in Section 6.4.2 of the Agreement

   c. **Exhibit X - Lump Sums** as set forth in Section 6.4.3 of the Agreement (with the exception of the Design-Builder's Lump Sum Fee set forth above)

   d. **Exhibit X - Contingencies** as set forth in Section 6.4.4 of the Agreement

   e. **Exhibit X - Design-Builder's Lump Sum General Conditions Costs** as set forth in Section 6.4.5 of the Agreement

   f. **Exhibit X - Unit Prices and Hourly Rates** as set forth in Section 6.4.6 and 6.4.7 of the Agreement

   g. **Liquidated Damages** as provided in Section 5.4 – 5.5 of the Agreement are $_____ per calendar day.

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
FORM OF GMP AMENDMENT
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

In executing this Amendment, Owner, and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

BENTON COUNTY	**DESIGN-BUILDER**
By _____	_____
_____	Name of Design-Builder
Its _____	By _____
	Its _____
Date: _____	Date: _____
	DESIGN-BUILDER'S ADDRESS AND PHONE:

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT G
CHANGE ORDER FORMS, PHASE 1 & 2
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT G
FORM PHASE 1 CHANGE ORDER

Phase 1 Contract Change Order

Benton County	Design-Builder

Project Name: Justice Center **Change Order#:** _____

COR#	Description of Change	Change in Contract Time	Change in Phase 1 NTE

Original Phase 1 Not to Exceed Amount	$
Net change by previous authorized Change Orders	$
Total net *[check one]* ☐ Increase / ☐ Decrease in the Phase 1 NTE by this Change Order	$
New Phase 1 NTE including this Change Order	$

The new Contract Time including this Change Order is:

New Phase 1 Completion Date	
New Interim Milestone Dates:	

The changes in the Phase 1 Not to Exceed Amount and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

Benton County	Design-Builder
By: _____ Signature _____ Printed Name Title: _____ Date: _____	By: _____ Signature _____ Printed Name Title: _____ Date: _____

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT G
FORM PHASE 2 CHANGE ORDER

Phase 2 Contract Change Order

Benton County	Design-Builder

Project Name: Justice Center **Change Order#: _____**

COR#	Description of Change	Change in Contract Time	Change in GMP

Original Guaranteed Maximum Price	$
Net change by previous authorized Change Orders	$
Total net *[check one]* ☐ Increase / ☐ Decrease in the GMP by this Change Order	$
New Guaranteed Maximum Price including this Change Order	$

The new Contract Time including this Change Order is:

New Scheduled Substantial Completion Date	
New Scheduled Interim Milestone Dates:	
New Final Completion Date	

The changes in the GMP and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

Benton County	Design-Builder
By: _____ Signature _____ Printed Name Title: _____ Date: _____	By: _____ Signature _____ Printed Name Title: _____ Date: _____

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

FORM OF TASK ORDER
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT
THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

Task Order Project Name	TRBHRC - Auburn
Task Order Project Number	CP00002222

1. This Task Order incorporates the following terms into the Progressive Design-Build Agreement between Benton County and *Bouten Construction* for the Three Rivers Behavioral Health Recovery Center ("Agreement"). The Parties have entered into this Task Order pursuant to Section 6.6.1 of the Agreement. To the extent any terms set forth in this Task Order conflict with the Agreement, the terms in this Task Order shall govern.

2. Owner authorizes Design-Builder to proceed with the Task Order Project referenced above with a Date of Commencement for the Task Order as the date set forth below.

3. The parties hereby establish the following Commercial Terms for this Task Order:

Validation Period Completion Date	February 16, 2024
Validation Period Not to Exceed Amount	$523,507.00 (Excludes WSST)
Task Order Project Scope	Attachment A
Validation Period Scope of Work	Attachment B

4. Other Commercial Terms are set forth in the following Exhibits to this Amendment, which are incorporated as if fully set forth herein:

Attachment C Validation Level of Effort

Attachment D Hourly Rates, Unit Prices, Allowance Items

5. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Validation Period Not to Exceed Amount set forth above.

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

BENTON COUNTY

By _____

_____

Its _____

Date: _____

DESIGN-BUILDER

Tim Thomas

Name of Design-Builder

By DocuSigned by: Tim Thomas C56908762BC7492... Tim Thomas

Its President

Date: 9/13/2023

1060 Jadwin Avenue, Richland, WA, 99352
509-943-7677

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

FORM OF TASK ORDER
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT
THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

ATTACHMENT A
TASK ORDER PROJECT SCOPE

NEW THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

The proposed project is to create a comprehensive behavioral health facility to provide medical withdrawal management (i.e. detoxification) services and inpatient residential treatment for Substance Use Disorder for persons both with and without co-occurring mental health issues.

- The facility will operate on a "No Wrong Door" model providing 24 hour a day, 365 day a year services offered as an alternative to arrest and incarceration in the County jail or persons being brought to hospital emergency rooms.

- The desired number of beds in this facility is set at 50 for the initial construction, but the final number will be determined in the site feasibility study and final design drawings. The building will be designed to allow for future expansion so the facility can grow along with the community.

- Provide a "10 minute drop off", that is, persons in crisis can be brought by law enforcement to the facility and be admitted for care within 10 minutes.

- Provide on demand assessment services along with medical withdrawal management services at the 3.7 (secure) and 3.2 (non-secure) levels based on the American Society of Addiction Medicine guidelines.

The "Recovery Center" consists of four major components.

- A 23-hour observation unit will serve as a point of entry for persons experiencing mental health or substance use crisis. The unit will accept both voluntary and involuntary persons and provide short term stabilization and routing to other services as needed.

- A Crisis Stabilization Unit (CSU) acts as the next level of care for persons in crisis requiring treatment longer than 23 hours.

- Additionally, a Secure Withdrawal Management Services Unit complements the CSU specifically for persons actively under the influence.

- The final component of the facility is a Residential Inpatient Substance Use Treatment facility. This provides longer term (28 day), voluntary, treatment for persons suffering from substance use disorder.

The project located at 900 S. Auburn Street, Kennewick, WA will include the build out of a residential treatment facility at the Auburn property using the second floor of the northern portion of the building at a minimum. Might include some renovation of the parking lot and entrance if budget allows.

The Auburn site is currently un-occupied, however, during the project, adjacent properties and the Auburn property may become occupied. It is critical to maintain adjacent property owner's driveways and parking lots with minimal disruption and direct, unhindered, access to all adjacent buildings during the course of the construction associated work. The Design-Builder is responsible for working with the County and neighboring properties to phase and manage site improvements to maintain access.

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

FORM OF TASK ORDER
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT
THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

The Auburn Property is located near the downtown area of Kennewick, north of 10th Avenue and west of Auburn Street. The main building, consisting of the original Kennewick General Hospital building, built in 1952, with multiple renovations and additions over the years. This structure is two stories tall with a partial basement under the original core building. The three-story addition to this building is referred to as the Spaulding Building and consists of three above ground floors attached to the Hospital in the southwest corner of said building.

The total area for the buildings is approximately 193,980 square feet. The Hospital consists of many phases as it was added to and renovated over its 70+ year life thus far. The initial construction was cast in place concrete with subsequent construction comprised of fire-retardant coated steel structure and concrete floor deck construction. Interior partition walls consist of combinations of steel studs with gypsum wallboard and concrete. The roof finish depends on the year of the addition/renovation. Though the roof is primarily low-sloped, it is a combination of modified bitumen membrane covered in stone ballast and 60-mil single ply TPO membrane.

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

Building Excellence
Since 1944

September 6, 2023

Robert Blain, Director
Operations & Capital Programs
BENTON COUNTY
7122 W. Okanogan Place
Kennewick, WA 99336

RE: THREE RIVERS BEHAVIORAL HEALTH
Benton County
Kennewick, WA
Bouten Job No: K-945

Dear Robert:

Bouten Construction is pleased to have been selected as the Design-Builder for the Three Rivers Behavioral Health Recovery Center (TRBHRC) project. Below you will find an outline and recap of the project validation phase services as well as a listing of the contract documents provided along with this letter.

Validation Scope of Services
The validation period scope of services will include those as requested by Benton County and in coordination with the contract Exhibit C – Phase 1 and 2 Scope of Services of the DBIA 530 Agreement and Attachment C – Validation Level of Effort of the task order. The goal of the validation period will be to collaborate with Benton County to complete validation activities associated with the project and program, keeping in mind to identify the most cost effective, creative, operationally efficient, and programmatically balanced project including as much scope as possible under the established GMP. We anticipate the validation period to last approximately 4½ months from October 2023 to mid-February 2024.

The Validation phase will include the following deliverables and as outlined in the Attachment D – Level of Effort.

1. Team Kick Off Meeting / Conditions of Satisfaction
2. TVD Approach and education
3. Consultant and trade partner onboarding planning
4. Milestone Schedule / Pull Planning - Investigation and programming
5. Hazmat abatement investigation & pricing
6. Existing conditions investigation, site & building
7. Full scope review
8. Stakeholder masterplan scoping sessions
9. User Group design meetings / adjacencies
10. Stakeholder design/adjacency report-out
11. Site & building conditions and mitigations deep dive
12. Overall project work plan
13. Permitting approach and discussion
14. Building systems initial evaluations (based on existing conditions)
15. Initial site and building concept and test fit reviews
16. Milestone schedule/pull planning - final stages
17. Initial TVD budget breakdown and review

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

18. TVD budget refinement
19. Trade partner/diverse business outreach meeting
20. Updated subcontracting and diverse business inclusion plan
21. Permitting strategy
22. Procurement/long lead items strategy
23. Site logistics
24. Confirmation of allowances and contingencies
25. Outline specification

Finally, and upon completion of the validation phase, we will provide the following deliverables.

1. Validation report (draft & final)
2. Site & building mitigation plan
3. Site and building plans
4. A defined TVD Budget

Once the Phase 1 – Validation Period is complete, we will propose scope and cost for proceeding to Phase 1 – Design and Preconstruction services.

Contract Documents
The following Contract documents are being provided for final review, approval, and execution:

1. DBIA 530 Agreement - *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price*
2. DBIA *530 General Conditions of the Contract - Standard Form of General Conditions of Contract Between Owner and Design-Builder*
3. Exhibit B1: Insurance Exhibit – Design-Builder's Insurance Requirements
4. Exhibit B2: Form of Payment Bond
5. Exhibit B3: Form of Performance Bond
6. Exhibit C: Phase 1 and 2 Scope of Services
7. Attachment C: Validation Period Level of Effort
8. Attachment D: Hourly Rates, Unit Prices, and Allowance Items
9. Exhibit F: Form GMP Amendment
10. Exhibit G: Form Change Orders

Following execution of the contract documents and receipt of a notice to proceed, we will schedule and hold a project kick-off meeting, tentative for the end of September. We are excited to partner with Benton County for the design and construction of this important facility to meet the needs of the community. Our team is prepared and ready to kick-off the validation period for this project.

Sincerely,

BOUTEN CONSTRUCTION COMPANY

Brandon M. Potts, Vice President

BMP:JLC/djj
J:\Active Jobs Estimates\K-945 (Three Rivers Behavioral Health)\00 Prime Contract\Exhibits and LOE\Task Order Exhibit B - Validation Scope of Work.docx
Attachments

Phase 1 - Validation | Level of Effort

Benton County | Three Rivers Behavioral Health Recovery Center
Kennewick, Washington
September 6, 2023

VALIDATION PLAN ACTIVITIES

ITEM #	ACTIVITY	2023 OCT	2023 NOV	2023 DEC	2024 JAN	2024 FEB	NOTES
	TEAM ALIGNMENT						
1	Team Kick Off Meeting / Conditions of Satisfaction						
2	TVD Approach and education						
3	Consultant and trade partner onboarding planning						
	PHASE 1 - VALIDATION						
4	Milestone Schedule / Pull Planning - Investigation and programming						
5	Hazmat abatement investigation & pricing						
6	Existing conditions investigation, site & building						
7	Full scope review						
8	Stakeholder masterplan scoping sessions						
9	User Group design meetings / adjacencies						
10	Stakeholder design/adjacency report-out						
11	Site & building conditions and mitigations deep dive						
12	Overall project work plan						
13	Permitting approach & discussion						
14	Building systems initial evaluations (based on existing conditions)						
15	Initial site and building concept and test fit reviews						
16	Milestone Schedule / Pull Planning - Final stages						
17	Initial TVD budget breakdown and review						
18	TVD budget refinement						
19	Trade partner / diverse business outreach meeting						
20	Updated subcontracting and diverse business inclusion plan						
21	Permitting Strategy						
22	Procurement / Long Lead Items Strategy						
23	Site Logistics						
24	Confirmation of allowances and contingencies						
25	Outline specification						
26	Validation report (draft & final)						
27	Site & building mitigation plan						
28	Site and building plans						
29	Defined TVD budget						
30	Completion of Phase 1 - Validation Period (anticipated Mid-February 2024)						

KEY PERSONNEL

ITEM	RESOURCE	2023 OCT	2023 NOV	2023 DEC	2024 JAN	2024 FEB	HRS	$/HR	TOTAL	NOTES
1	Project Executive - Brandon Potts	42	8	8	8	4	**70**	**$ 220**	**$ 15,400**	
2	Design + Preconstruction Team Leader - Jake Closson	40	32	32	32	16	**152**	**$ 220**	**$ 33,440**	
3	Design-Build Project Manager - Justin Griffeth	20	64	64	64	16	**228**	**$ 138**	**$ 31,464**	
4	Design-Build Estimator - Sean Gossett	60	48	64	64	32	**268**	**$ 147**	**$ 39,396**	
5	Design Managing Principal - Dan	37	19	21	10	0	**88**	**$ 230**	**$ 20,176**	
6	Design Manager - Jill	51	55	33	12	8	**160**	**$ 175**	**$ 27,930**	
7	Design Project Manager - Heather	110	134	78	12	24	**359**	**$ 125**	**$ 44,840**	
8	Design Healthcare Planner - Cecilia	92	100	70	0	24	**287**	**$ 145**	**$ 41,574**	
9	Design Project Architect - Abundance	40	50	10	0	40	**140**	**$ 125**	**$ 17,500**	
10	Estimator support - Ed Lambert	40	120	64	120	40	**384**	**$ 119**	**$ 45,696**	
11	Superintendant - Joe Christensen	32	32	16	16	8	**104**	**$ 115**	**$ 11,960**	
12	Director of Safety - Weldon Barker	8	20	8	8	0	**44**	**$ 112**	**$ 4,928**	
13	Mechanical Engineer or Design-Build TBD	30	38	30	6	24	**128**	**$ 140**	**$ 17,920**	
14	Electrical Engineer or Design-Build TBD	30	38	30	6	24	**128**	**$ 140**	**$ 17,920**	
15	Civil Engineering	56	40	6	6	32	**140**	**$ 140**	**$ 19,600**	
16	Structural Engineering	30	38	30	6	24	**128**	**$ 140**	**$ 17,920**	
17	Other Consultants - TBD	0	0	0	0	0	**0**	**$ -**	**$ -**	
	Personnel Total Hours	719	837	565	370	316	2807			
							PERSONNEL TOTAL		**$ 407,664**	

DIRECT COSTS / EXPENSES

ITEM #	ITEM NAME	TOTAL	NOTES
1	Printing, Mailing, Advertising, + Misc. Expenses	**$ 600**	
2	Travel and Fuel	**$ 5,000**	
3	Technology and Software (VDC, Laser Scanning, JOIN)	**$ 12,000**	
4	Design-Assist Procurement / Trade Partner Cost Validation	**$ 10,000**	
5	Other Consultants - TBD	**$ 50,000**	
	DIRECT COST TOTAL	**$ 77,600**	

TOTAL DIRECT & PERSONNEL COSTS	**$ 485,264**
Insurance (1.0%)	$ 4,853
Design-Builder Fee (5.25%)	$ 25,731
B & O Tax (.48%)	$ 2,476
Payment & Performance Bond (1.0%)	$ 5,183
TOTAL VALIDATION LEVEL OF EFFORT	**$ 523,507**

NOTES

1. Validation / programming / design activities shown in blue
2. Procurement / budget activities shown in gold
3. The hours / time / cost shown for the month of October includes the last week in September starting at NTP of approaximatley September 20, 2023.
4. Additional design consultants and or trade partner support required for validation will be determined upon NTP. Costs are estimated for these consultants or trade partners.

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

ATTACHMENT D
Hourly Rates, Unit Prices and Allowance Items

Validation Phase Services

Date: September 6, 2023

Rates only apply to Validation phase services. Phase 1 and Phase 2 rates to be provided at the time in which those services are amended to the contract.

Name	Title	2023 - 2024 Hourly Rate
Brandon Potts	Project Executive	$220
Jake Closson	Design & Preconstruction Team Leader	$220
Justin Griffeth	Design-Build Project Manager	$138
Sean Gossett	Sr. Estimator	$147
Ed Lambert	Estimator	$119
TBD	VDC Coordinator	$101
Dan Kurtz	Design Managing Principal	$230
Jill Kurtz	Design Manager	$175
Heather Farrell	Design Project Manager	$125
Cecilia Arroyo	Design Healthcare Planner	$145
Abundance Yeh	Design Project Architect	$125
Craig Niemela	Senior Superintendent	$140
Joe Christensen	Superintendent	$115
TBD	Assistant Superintendent	$102
Jesse Briones	Project Engineer	$101
Harmony Birkhimer	Project Coordinator	$79
Weldon Barker	Safety Director	$112
Creston Grant	Safety Coordinator	$83
TBD	Quality Control Manager	$120

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

Notes:

1. The Design-Builder rates shown above extend through May 31, 2024, and are subject to adjustment on June 1, 2024, based upon the Design-Builder's compensation policy to reflect industry market conditions or based upon union labor agreements where applicable. Any adjustment shall be applied to the Design-Builder's contingency or, if this is depleted, then a change order will be issued by the Owner to cover any remaining adjustment amount.
2. Rates listed apply to DBIA 530 Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price Contract and General Conditions
3. The hourly rates listed above are pre-negotiated contractual rates and are not subject to Owner audit or change.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	Contract w/ Bouten Construction Company for Three Rivers Behavioral Health Recovery Center Project
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

On March 24, 2023, Benton County received approval from the Capital Projects Advisory Review Board(CPARB) to use the Progressive Design Build process for the Three Rivers Behavioral Health Recovery Center.

On May 16, 2023, the County advertised for Statement of Qualifications for design-build teams starting the selection process for the Progressive Design-build project.

On August 22, 2023, the Board of County Commissioners awarded the Progressive Design-build project to Bouten Construction Company.

A contract has been prepared, reviewed, and approved as to form by our Special Deputy Prosecutor, Robynne Thaxton, and has been executed by Bouten Construction Company.

The initial "Validation Phase" is included in the attached contract, with future design and construction phases to be addressed with contract amendments.

Fiscal Impact

Amount: $523,507.00 Validation Phase

Fund: Capital Projects Fund

Recommendation

Execute the attached contract with Bouten Construction Company for the design and construction of the Three Rivers Behavioral Health Recovery Center Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A CONTRACT WITH BOUTEN CONSTRUCTION COMPANY FOR THE DESIGN AND CONSTRUCTION OF THE THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER PROGRESSIVE DESIGN PROJECT

WHEREAS, on March 24, 2023, Benton County received approval from the Capital Projects Advisory Review Board(CPARB) to use the Progressive Design Build process for the Three Rivers Behavioral Health Recovery Center; and

WHEREAS, on May 16, 2023, the County advertised for Statement of Qualifications for design-build teams starting the selection process for the Progressive Design-build project; and

WHEREAS, on August 22, 2023, the Board of County Commissioners awarded the Progressive Design-build project to Bouten Construction Company; and

WHEREAS, a contract has been prepared, reviewed, and approved as to form by our Special Deputy Prosecutor, Robynne Thaxton, and has been executed by Bouten Construction Company; and

WHEREAS, the initial "Validation Phase" is included in the attached contract, with future design and construction phases to be addressed with contract amendments; **NOW THEREFORE,**

BE IT RESOLVED the Board of County Commissioners approves the attached contract with Bouten Construction Company for the initial "Validation Phase" in the amount not to exceed $523,507.00, excluding W.S.S.T. with future contract amendments for Phase 1, design and early procurement, and Phase II, construction with a guaranteed maximum price (GMP), of the Three Rivers Behavioral Health Recovery Center Project; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract with Bouten Construction Company; and

BE IT FURTHER RESOLVED the contract shall expire one year after the final acceptance of the Three Rivers Behavioral Health Recovery Center Project.

Dated this 19th day of September, 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement P. Schut
cc: R.Blain Bouten Construction Company

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

Document No. 530
Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

TABLE OF CONTENTS

Article	Name	Page
Article 1	Scope of Work	2
Article 2	Contract Documents	2
Article 3	Interpretation and Intent	2
Article 4	Ownership of Work Product	3
Article 5	Contract Time	4
Article 6	Contract Price	7
Article 7	Procedure for Payment	14
Article 8	Termination for Convenience	15
Article 9	Representatives of the Parties	16
Article 10	Bonds and Insurance	17
Article 11	Other Provisions	17

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

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

This **AGREEMENT** is made as of the Eighth day of September in the year of Two Thousand Twenty-Three, by and between the following parties, for services in connection with the Project identified below:

OWNER:
(Name and address)

Benton County, Washington
7122 W. Okanogan Place
Kennewick, WA 99336

DESIGN-BUILDER:
(Name and address)

BOUTEN CONSTRUCTION COMPANY
P.O. Box 3507
627 N. Napa Street
Spokane, WA 99220-3507

PROJECT:
(Include Project name and location as it will appear in the Contract Documents)

Benton County Three Rivers Behavioral Health Recovery Center
Progressive Design-Build

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, Task Orders, Contract Amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition, as amended) ("General Conditions of Contract"), including but not limited to the GMP Amendment in accordance with Section 6.6 herein, provided such Amendment is executed between the parties;

2.1.2 This Agreement, including all exhibits but excluding, if applicable, the GMP Amendment;

.1	Exhibit A:	Owner's Project Criteria
.2	Exhibit B1:	Insurance Exhibit – Design-Builder's Insurance Requirements
.3	Exhibit B2:	Form of Payment Bond
.3	Exhibit B3:	Form of Performance Bond
.4	Exhibit C:	Phase 1 and 2 Scope of Services
.5	Exhibit D:	Validation Period Level of Effort – included in Project Task Order
.6	Exhibit E:	Hourly Rates, Unit Prices, and Allowance Items – included in Project Task Order
.6	Exhibit F:	Form GMP Amendment
.7	Exhibit G:	Form Change Orders

2.1.3 The General Conditions of Contract; and

2.1.4 Initial Project Scope, Design Submissions, the Design Log, and the Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract and Exhibit C, the most recent approved documents governing over previously approved documents.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including but not limited to the various documents comprising the Owner's Project Criteria, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or after the parties' execution of the GMP Amendment, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design or prescriptive specifications: Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design or prescriptive specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications, for the purposes of developing the Scope of Services for the Validation Period, the Validation Period Not to Exceed Amount, and the Design-Builder's Fee Percentage set forth in Design-Builder's Proposal. However, during the Validation Period in Phase 1, Design-Builder is required to perform an independent evaluation of all Owner Provided Information as outlined in Exhibit C. Further, regardless of the inclusion of design or prescriptive specifications or criteria, Design-Builder shall remain responsible for meeting the performance requirements of the Project, including but not limited to the requirements that the Project meet the Owner's Project Criteria, the Initial Project Scope, the Basis of Design Documents as well as all applicable Legal Requirements. Provided Design-Builder complies with other requirements set forth in this Agreement such as those regarding notice of claims to Owner and identification of differing site conditions, Design-Builder shall be entitled to an adjustment in the Scope of Services for the Validation Period Scope, the Validation Period Not to Exceed Amount and/or the Design-Builder's Fee Percentage, but only to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification or prescriptive specifications that are inconsistent with meeting the performance requirements. When the parties enter the GMP Amendment, the Basis of Design Documents will establish what is required for the completion of the project and will have a higher precedence than previous documents.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents. The Contract Documents may not be changed, modified, or altered except in writing signed by the parties.

3.6 Design-Builder was selected based in part on the qualifications of the Key Team Members identified in the Design-Builder's Statement of Qualifications and Proposals. Design-Builder may not substitute the identified Key Team Members without written permission from Owner, such permission shall not be unreasonably withheld. Any substituted Key Team Member must possess the same or better qualifications as the previously approved Key Team Member.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy, maintain, and furbish the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner shall not be required to pay Design-Builder compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within ten (10) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 The Validation Period shall be completed no later than **February 15, 2024**. The parties will establish a date for Phase 1 Completion at the conclusion of the Validation Period and for Substantial Completion of the entire Work during Phase 1 and as part of the GMP Amendment ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be determined during Phase 1. The Parties may establish separate Substantial Completion Dates for portions of the Project. For each Substantial Completion Date, the parties will comply with the process established in Section 6.6 of the General

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

Conditions. Substantial Completion of the Project shall occur when the last portion of the Project has achieved Substantial Completion.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2. of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. The parties will establish liquidated damages for the failure to timely complete the Project during Phase 1 and will include the liquidated damages in the GMP Amendment.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s) for which liquidated damages are established.

5.8 Owner's Review Time. Unless otherwise set forth in the Contract Documents, the parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.8.1 Owner shall have a minimum of 14 days of receipt by Owner to review all Design Submissions, the Project Schedule and any updates thereto.

5.8.2 Owner shall make reasonable efforts to review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule and any updates thereto within 21 days of receipt by Owner. If Owner is unable to review and respond within the established timeline, Owner shall provide written notice to Design-Builder.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") as set forth herein.

.1 Subject to the provisions of the Contract Documents, the Owner shall pay Design Builder for each Phase of the Project in accordance with Section 6.6 of the Agreement. Design Builder's compensation shall be subject to the Phase 1 NTE and the GMP, as applicable. The Phase 1 NTE, and the GMP, as applicable, shall be the maximum amount that the Design Builder may be compensated for the applicable Contract Phase, as amended pursuant to this Contract. The maximum amount that the Design Builder may be compensated pursuant to this Agreement for any given phase shall also be referred to as the Contract Price ("Contract Price"). The elements of the Design Builder's compensation, subject to the Contract Price are set forth herein. If the sum of the Design-Builder's

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

compensation is less than the Phase 1 NTE and/or the GMP, as applicable, the savings shall go to the Owner.

.2 The parties acknowledge that the scope of work for this Project is not fully developed at the time of execution of the Agreement. The Design-Builder shall develop the Basis of Design Documents and other deliverables in Exhibit C such that the total Compensation to the Design-Builder shall not exceed the GMP, unless the parties agree in writing to increase the GMP or the Design-Builder is otherwise entitled to an increase to the GMP pursuant to the terms of the Contract Documents.

6.2 Design-Builder's Fee Percentage.

6.2.1 Design-Builder's Fee Percentage shall be: **Five and one quarter percent (5.25%)** of the Cost of the Work, as adjusted in accordance with the Contract Documents.

6.2.1.1 The Design-Builder's Fee Percentage shall include the following items, which shall not be charged as a Cost of the Work.

.1 All profit of the Design-Builder for this Project; and

.2 All regional and home office overhead expenses, including labor and materials, phone, facsimile, postage, internet service, and other incidental home office expenses attributed to Work on this Project.

6.2.1.2 The Design-Builder's Fee Percentage set forth above does not apply to Self-Performed Construction Work as defined in Section 1.02 of Exhibit C. The parties will negotiate the Design-Builder's Fee Percentage on Self-Performed Construction Work pursuant to Section 1.03.C of Exhibit C.

6.2.1.3 The Design-Builder's Fee Percentage shall not be applied to the Design-Builder's costs for insurance and bonding, taxes, or permits.

6.2.2 If the Parties enter into the GMP Amendment, Design-Builder shall be paid a lump sum fee (the "Lump Sum Fee") determined by multiplying the applicable Design-Builder's Fee Percentage by the estimated Cost of the Work included in the GMP Amendment. If the parties have negotiated Self-Performed Construction Work pursuant to Section 1.02 of Exhibit C, the Lump Sum Fee shall also include the Design-Builder's Fee Percentage on Self-Performed Construction Work. The estimated Cost of the Work shall include the Lump Sum General Conditions Amount. The Lump Sum Fee will be earned and paid on a monthly basis following execution of the GMP Amendment on a percentage of completion basis. The Design-Builder's Contingency as defined in Section 6.4.4.1.b and the Design-Builder's Insurance and Bonding costs shall be excluded from the Cost of the Work when calculating the Lump Sum Fee.

6.2.4 The Lump Sum Fee established in the GMP Amendment shall not be modified unless the GMP varies, either upward or downward, by more than five percent (5%) from the GMP set forth in this Agreement ("Original GMP").

.1 If the GMP increases by more than five percent (5%) above the Original GMP, the Lump Sum Fee shall be increased by the amount of the Fee Percentage multiplied by that portion of the Cost of the Work that is in excess of one hundred five percent (105%) of the Cost of the Work set forth in the Original GMP.

.2 If the GMP decreases by more than five percent (5%) below the Original GMP, the Lump Sum Fee shall be decreased by the amount of the Fee Percentage multiplied by that portion of the Cost of the Work that is less than ninety-five percent (95%) of the Cost of the Work set forth in the Original GMP.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

.3 The Design Builder's Contingency as defined in Section 6.4.4.1.b. shall be excluded from the Cost of the Work when calculating adjustments to the Lump Sum Fee.

.4 The Design-Builder's Insurance and Bonding Costs shall be excluded from the Cost of the Work when calculating adjustments to the Lump Sum Fee.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and necessarily incurred by Design-Builder in the proper performance of the Work. Unless included in the Lump Sum General Condition the Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit E and performing the function set forth in said Exhibit.

6.3.4 Unless included in Lump Sum General Conditions, costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work. Such costs must be approved in writing by Owner in advance.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants. Contracts with Subcontractors and Design-Consultants that are paid on the basis of a Lump Sum must be approved in advance by the Owner, such approval shall not be unreasonably withheld. Payments to Subcontractors and Design-Consultants shall be consistent with the hourly rates set forth in Exhibit E.

6.3.7 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work. The material costs shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in writing in advance by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

6.3.8 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.9 Costs of removal of debris and waste from the Site.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

6.3.10 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.11 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. The rental charge the applicable rental cost as established by the lower of the local prevailing rate published in the Rental Rate Blue Book by Data Quest. San Jose. California or the actual rate paid to an unrelated third party as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. The rental rates are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for no longer than two (2) weeks) on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established, the Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work

6.3.12 Premiums for bonds required by this Agreement or the performance of the Work are reimbursable; however, the Design-Builder's Fee Percentage shall not be applied to the cost for insurance and bond costs. Insurance shall be billed at a rate of 1% of the cost of work. This is a fixed rate and not subject to audit.

6.3.13 All fuel and utility costs incurred in the performance of the Work.

6.3.14 Sales, use, B&Oor similar taxes, tariffs or duties incurred in the performance of the Work; however, the Design-Builder's Fee Percentage shall not be applied to the cost for taxes.

6.3.15 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents; however, the Design-Builder's Fee Percentage shall not be applied to the cost permits.

6.3.16 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.17 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.18 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.19 Accounting and data processing costs related to the Work.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

6.3.20 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner and not included in the Design-Builder's Contingency pursuant to Section 6.4.4.1.b.

6.4 Other Methods of Compensation

Within the Phase 1 NTE or the GMP, the parties may agree to the following methods of pricing Design-Builder's Compensation

6.4.1 Allowance Items and Allowance Values.

.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Exhibit E or the GMP Amendment and are included within any established NTE and the GMP, as applicable.

.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance directly associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and Lump Sum General Conditions Costs, Design-Builder's Fee Percentage, Lump Sum Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

.5 Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.1.4; however, Design-Builder must provide written notice of the difference between the actual cost and the Allowance Value pursuant to the Changes provisions in the General Conditions. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4.2 Not To Exceed Sums

.1 The Owner and Design Builder may establish Not to Exceed ("NTE") Sums for specific scopes of the Work ("NTE Scopes"). Any such NTE Sum will be negotiated between the Owner and Design-Builder pursuant to Section 6.6.1.5 of the Agreement and memorialized through an NTE Amendment in the form attached as Exhibit H.

.2 For each scope of work for which a NTE Sum has been established, the Design-Builder shall be reimbursed for the NTE Scope as a Cost of the Work; however,

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

Design-Builder's compensation shall not exceed the NTE Sum without a written Change Order.

.3 Design-Builder shall not request reimbursement for costs that are within the NTE Scope unless those costs are identified in the Payment Application as subject to the NTE Sum. Except as allowed in Section 6.4.4.1.b, costs that are within the NTE Scope that are in excess of the NTE Sum shall be the sole responsibility of the Design-Builder.

.4 NTE Sums and NTE Scopes may only be modified by Change Order pursuant to the General Conditions.

6.4.3 Lump Sums

.1 The Owner and Design-Builder may establish Lump Sums for specific scopes of the Work. Any such Lump Sum will be negotiated between the Owner and Design-Builder. The Lump Sum agreed upon by the Parties shall be incorporated into the GMP Amendment or a Change Order, and the parties shall include the following information:

a. A specific description of the Scope of the Work that is subject to the Lump Sum;

b. An updated Schedule of Values that incorporates the Lump Sum; and

c. Any milestone dates associated with the scope of the Work associated with the Lump Sum.

.2 For each scope of work for which a Lump Sum has been established, the Design-Builder shall be compensated pursuant to the Schedule of Values set forth above based on the percentage of the Scope of the Work subject to the Lump Sum that has been completed.

.3 Design-Builder shall not request reimbursement for costs that are within the scope of the Lump Sum unless those costs are identified in the Payment Application as subject to the Lump Sum. Except as allowed in Section 6.4.4.1.b, costs that are within the scope of the Lump Sum that are in excess of the Lump Sum shall be the sole responsibility of the Design-Builder.

.4 Lump Sums may only be modified via Change Order pursuant to the General Conditions

6.4.4 Contingencies

.1 The Parties shall establish, as part of any NTE and the GMP, the following Contingencies which are available for Design-Builder's exclusive use for the below described unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents (collectively "Contingency Items"). Continency Items include the costs described below, which are subject to written approval by the Owner. The Owner may, in its discretion, approve other costs that may be reimbursed under a Contingency; however, in no case shall the Design-Builder be entitled to use the Contingency for payment of Liquidated Damages that it may be assessed pursuant to this Agreement.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

(a) Cost of the Work Contingency. The Cost of the Work Contingency is reimbursed as a Cost of the Work. The Cost of the Work Contingency is available to the Design-Builder for the following items:

(i) Trade buy-out differentials;

(ii) Escalation of materials; and

(iii) Other direct Costs of the Work that are not included in the Design-Builder's Contingency, but only with the prior written consent of the Owner.

(b) Design-Builder's Contingency. The Design-Builder's Contingency is available to the Design-Builder for items that are not excluded by Section 6.5 hereof and include but are not limited to the following items:

(i) Overtime or acceleration;

(ii) Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work, design errors or omissions (excluding any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained;

(iii) Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder;

(iv) Subcontractor or other tier defaults to the extent not compensated by any surety or bond; or

(v) Costs that are in excess of an NTE Sum or Lump Sum.

.2 Except as set forth in Section 6.4.4.3 below, the Design-Builder shall be reimbursed for Contingency Items in the same manner as set forth in Section 6.3 of the Agreement; however, Design-Builder's compensation for Contingency Items shall not cumulatively exceed the amount set forth as the Design-Builder's Contingency in the applicable NTE or GMP without a written Change Order.

.3 Design-Builder shall not be entitled to apply the Design-Builder's Fee Percentage for items reimbursed under Section 6.4.4.1.b, the Design-Builder's Contingency. Further, the amounts included in the Design-Builder's Contingency set forth in Section 6.4.4.1.b shall be excluded from the calculation set forth in Section 6.2.3 to establish the Lump Sum Fee and the calculation set forth in Section 6.2.4 to determine whether the GMP has changed.

.4 Prior to the final accounting, the Contingencies are not available to Owner for any reason, including, but not limited to changes in scope or any other item which

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

would enable Design-Builder to increase an NTE or GMP under the Contract Documents.

.5 Design-Builder shall provide Owner notice of all anticipated charges against the Contingencies and shall provide Owner as part of the monthly status report required by the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from a Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.4.5 Lump Sum General Conditions Costs

.1 If the Parties enter into the GMP Amendment, the Parties shall establish an amount for the Lump Sum General Conditions Costs. The parties shall determine the portions of the Cost of the Work set forth in Section 6.3 that are included in the Lump Sum General Conditions Costs, and the parties shall include a description of such costs in the GMP Amendment. Unless the parties agree in writing otherwise, the costs that will be included in the Lump Sum General Conditions Costs are as follows:

a. Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work. Specifically, the following personnel are included in the Lump Sum General Conditions Amount:

i. Project Executive

ii. Project Manger

iii. Superintendent and/or Construction Manager

iv. Quality Control Manager

v. Project Field Engineer and/or Design Manager

vi. Project Controls

vii. Project Scheduler

viii. Safety Manager

b. Wages or salaries of Design Builder's personnel stationed at Design Builder's principal or branch offices, but only to the extent said personnel are approved in advance of the performance of the Work in writing by the Owner.

c. Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under this Section.

d. The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work and with the written consent of the Owner as set forth below:

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

i. Meals and Incidental Expenses: Meals and incidental expenses will be limited to the Federal Per Diem rate for meals and incidentals established for the location where lodging is obtained. Federal Per Diem guidelines which includes the meal breakdown and Federal Per Diem rates for other locations can be found at www.gsa.gov.

ii. Lodging: Lodging will be billed at cost, including applicable taxes, not to exceed the Federal Per Diem maximum lodging rate for the location where the work is being performed.

iii. Travel: Air travel (at coach class or equivalent), airport shuttles, etc. billed at cost. Ground transportation by privately owned vehicle, if utilized, billed at the Internal Revenue Service mileage rate for privately owned vehicles in effect at the time of travel. Expenses for a rental car (including fuel), at cost, in the ratio of one mid-size class rental car for each three Contractor's personnel directly engaged in performance of the work at the prevailing rental rates then in effect. Rental car options such as refueling fees, GPS, collision & liability insurance, etc. will not be reimbursed by the Owner unless such options are approved in advance by the Owner's Representative. Appropriate insurance coverage should be included in the Contractor's insurance policies.

e. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

f. Premiums for insurance and bonds required specifically by this Agreement or the performance of the Work by the Design Builder.

g. Accounting and data processing costs related to the Work.

h. Fees paid by the Design-Builder for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries. The Design-Builder will remain responsible for the actual submittal of the documents to the industrial statistician and the determination of the locality of the work to confirm the appropriate classification of work. In order to receive this reimbursement, the Design-Builder will be required to submit to Owner a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

i. General administrative costs not specifically listed in this subsection, including but not limited to the following:

i. Shop Drawing Reproduction

ii. Construction Schedule & Updates

iii. Safety/Security

iv. Field Office Set-up (mobilization/demobilization)

v. Office Supplies

vi. Telephone System

vii. Telephone Service Charge

viii. Computer Network/System Set-up

ix. Courier Service

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

x. Postage (Fed-X, USPS)

xi. Furniture/Equipment

xii. Office Cleaning

xiii. Project Superintendent Vehicle

xiv. Computers

xv. Copy Machine

xvi. Temporary Electric Hook-up/Removal

xvii. Temporary Electric Material

xviii. Project Signage

xix. Temporary Water Hook-up/Removal

xx. Drinking Water & Supplies

xxi. Chemical Toilets

xxii. O&M Manuals

xxiii. Project Record Documents

xxiv. Field Engineering/Layout Survey

.2 For the Costs of the Work that are included in the Lump Sum General Conditions Costs, the Design-Builder shall no longer be entitled to be reimbursed for such costs as part of the Cost of the Work, and the Design Builder's sole compensation for the costs set forth in the identified General Conditions shall be through the Lump Sum General Conditions Costs.

.3 The Owner shall have the right to examine the back-up documentation establishing the Lump Sum General Conditions Costs, including but not limited to all estimates, proposals, contracts and other financial documentation on a transparent basis.

.4 The Lump Sum General Conditions Costs shall only be modified if the Design-Builder is entitled to compensation for a delay pursuant to Section 8.2 of the General Conditions. Any modification to the Lump Sum General Conditions Costs shall be calculated as follows:

a. The Design Builder shall be entitled to receive a liquidated daily rate for extended General Conditions Costs ("Design-Builder's Delay Rate") for each day that the Contract Time is extended pursuant to Section 8.2 of the General Conditions.

i. The Design-Builder's Delay Rate shall be calculated by dividing the Lump Sum General Conditions Costs by the number of days in the Contract Time set forth in the GMP Amendment for Phase 2.

ii. Then, the Design-Builder's Delay Rate is multiplied by the number of days that the Contract Time is extended for Design-Builder's Delay, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.

iii. The result from the Design-Builder's Delay Rate multiplied by the number of days is the Extended General Conditions Costs which shall be added to the Lump Sum General Conditions Costs by Change Order and paid to the Design Builder pursuant to the Schedule of Values, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

b. The Design-Builder's Delay Rate shall not apply to delays occurring after Substantial Completion is achieved.

c. The Parties agree that determining the Design Builder's damages for delay in Phase 2 would be extremely difficult or impracticable to determine and that the Design-Builder's Delay Rate, as calculated in this Section 6.4.5.4, is a reasonable estimate of and reasonable sum for such damages; therefore, the Design-Builder's Delay Rate shall be payable to the Design Builder as liquidated damages and not as a penalty.

6.4.6 Unit Prices and Hourly Rates

.1 Any Unit Prices and Hourly Rates shall be agreed upon in writing and set forth in Exhibit E to the Agreement. Design-Builder shall not charge more than a specified Unit Price or Hourly Rate than the amount set forth in Exhibit E, as modified through the Contract Documents.

.2 Once established, Unit Prices and Hourly Rates shall not be subject to audit and may only be changed by Change Order.

.3 Design-Builder must maintain a record of the number of Unit Prices and Hours billed using Hourly Rates for review by Owner.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 Task Order Phases

6.6.1 Task Orders

.1 The Work shall be authorized by Task Order. The scope of Work developed in each Task Order constitutes a Task Order Project. Each Task Order Project will be developed collaboratively as set forth in this Contract. Each Task Order will describe Task Order Project Scope and include a Not To Exceed or GMP, as applicable. The parties will proceed with the phases below for each Task Order Project.

.2 Each Task Order shall include the following information for the Validation Period associated with each Task Order Project:

a. The Validation Period Completion Date

b. The Validation Period Not to Exceed Amount

c. The scope of Work associated with the Validation Period for the Task Order.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

6.6.2 Phase 1

.1 Compensation. During Phase 1 for each Task Order Project, the Design Builder shall be compensated for the following:

a. The Cost of the Work set forth in Section 6.3;

b. Design-Builder's Fee Percentage set forth in Section 6.2.1 multiplied by the Cost of the Work, less insurance and bonding costs and taxes costs which shall not be multiplied by the Design-Builder's Fee Percentage; and

c Contingency Items charged under Section 6.4.4.1.b.

.2 Validation Period. At the beginning of each Task Order Project, Design-Builder shall engage in Validation of the Project information as set forth in Exhibit C, Section 1.03 (the "Validation Period").

a. **Validation Period Not to Exceed Amount.** Design-Builder guarantees that its Compensation during the Validation Period of Phase 1 for each Task Order Project shall not exceed the Validation Period Not to Exceed Amount ("Validation Period NTE") set forth in the applicable Task Order. Documents used as a basis for the Validation Period NTE shall be identified in an Exhibit to the applicable Task Order. Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceed the applicable Validation Period NTE, as adjusted in accordance with the Contract Documents.

b. **Development of Phase 1 Commercial Terms.** During the Validation Period for each Task Order Project, the parties will collaboratively develop the Phase 1 Not to Exceed Amount ("Phase 1 NTE"), Phase 1 Completion Date, the Phase 1 Scope of Work, a Target Budget, a Target Schedule, the Initial Project Scope, and other Submittals for the applicable Task Order Project as set forth in Exhibit C. At the conclusion of the applicable Validation Period, provided the parties agree on the applicable terms, the parties shall enter into a Contract Amendment to establish the Phase 1 NTE, the Phase 1 Completion Date, the Target Budget, the Target Schedule, and the Initial Project Scope and to finalize the other Submittals required by Exhibit C.

.3 Design Development Period. Provided the parties enter into a Contract Amendment establishing the Commercial Terms of the Design Development Period, Design-Builder shall engage in the remainder of the Phase 1 activities as set forth in the Contract Documents and the applicable Contract Amendment for each Task Order Project.

a. **Compensation during the Design Development Period.** Design-Builder shall be compensated during the Design Development Period for each Task Order Project in the same manner as the Validation Period set forth in Section 6.2.2.1 above. Design-Builder guarantees that its compensation for the remainder of Phase 1 for each Task Order Project shall not exceed the Phase 1 NTE in the applicable Contract Amendment. Documents used as a basis for a Phase 1 NTE shall be identified as an Exhibit to the Contract Amendment. Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceeds the applicable Phase 1 NTE, as adjusted in accordance with the Contract Documents.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

b. **Development of the GMP Proposal.** During the remainder of Phase 1 for each Task Order Project, the parties will collaboratively develop the GMP Proposal applicable to the Task Order Project pursuant to Exhibit C.

.4 **GMP Proposal.** At the conclusion of Phase 1 for each Task Order Project, Design-Builder shall submit a GMP Proposal to Owner for each Task Order Project which shall include the deliverables set forth in Exhibit C, unless the parties mutually agree otherwise. The GMP Proposal shall include all Work necessary to complete the applicable Task Order Project.

a. **Submission of the GMP Proposal.** Submission of the GMP Proposal constitutes Design-Builder's representation and agreement that it has adequately investigated the site and the project parameters, the Task Order Project is adequately defined, the Basis of Design Documents are sufficiently defined to provide an accurate GMP and Project Schedule for the Task Order Project, and subject to the assumptions and clarifications in the GMP Proposal, the Task Order Project is sufficiently clear and understandable for the Design-Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the Original GMP of the Task Order Project.

b. **Review and Adjustment to GMP Proposal**. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal. To assist in the Owner's review of the GMP Proposal, the Design Builder shall, upon the Owner's Request, provide all information, including but not limited to all data, reports, cost analysis, pricing, designs and specifications on which the Design Builder relied or used as a basis for the GMP Proposal. The Owner shall make its best efforts to review any revised GMP Proposal within thirty (30) days of receipt of the revised GMP Proposal.

c. **Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the terms of the GMP Proposal shall be set forth in the GMP Amendment. At the Owner's option, the GMP for any Task Order Project may be converted into a Lump Sum.

d. **Failure to Accept the GMP Proposal**. If Owner rejects the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i. Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.1.6.c above;

ii. Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

e. **Performance of Work After Submission of GMP Proposal.** The Design-Builder shall not perform any Work after the submission of the GMP Proposal until the Owner has approved and signed the GMP Amendment unless the Design-Builder obtains the Owner's prior, written consent to perform such Work and only to the extent that such Work is expressly described in writing in such written consent. If Design-Builder performs such Work, Design-Builder shall be compensated pursuant to the written approval.

.5 **Early GMPs.** The parties may agree to establish a GMP for portions of the Work prior to establishing the GMP for the entire Task Order Project "Early GMP".

a. For each Early GMP, the Design-Builder will follow the process set forth in 6.6.1.5 above to establish the Early GMP, the scope associated with the Early GMP (the "Early GMP Scope"), and the schedule associated with the Early GMP Scope ("the Early GMP Schedule").

b. For each Early GMP, the parties shall determine the deliverables applicable to each Early GMP Proposal prior to its submission.

c. Early GMPs will be established through an Early GMP Amendment, which shall follow the same form as Exhibit F.

6.6.2 Phase 2, Post GMP Period

.1 **Compensation.** During Phase 2 for each Task Order Project, the Design Builder shall be compensated for the following, all subject to the GMP for the applicable Task Order Project:

a. The Cost of the Work set forth in Section 6.3;

b. Design-Builder's Lump Sum Fee established pursuant to Section 6.2.3;

c. Any additional Lump Sum amounts established pursuant to Section 6.4.3;

d. Contingency Items charged under Section 6.4.4.1.b;

e. Design-Builder's Lump Sum General Conditions Costs established pursuant to Section 6.4.5;

f. Any Allowances established by the Parties in the GMP Amendment.

.2 **GMP** The total compensation set forth in the applicable GMP Amendment shall establish a binding GMP between the Parties for the applicable Task Order Project. Design Builder agrees that it will be responsible for paying all costs of completing the Phase 2 Work which exceed the GMP for the applicable Task Order Project, as adjusted in accordance with the Contract Documents. Execution of a GMP Amendment constitutes Design Builder's representation and agreement to the following:

a. The Task Order Project is adequately defined, that the Basis of Design Documents are sufficiently defined to provide an accurate Guaranteed Maximum Price for the Task Order Project;

b. The Task Order Project is sufficiently clear and understandable for the Design Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the applicable GMP and within the Task Order Project Schedule; and

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

c. If the Work cannot be completed for the agreed GMP, any additional costs shall be the responsibility of the Design Builder, and Design Builder hereby assumes liability for such costs without reimbursement by the Owner.

.3 If the parties decide to convert any GMP into a Lump Sum, Design-Builder shall be compensated pursuant to Section 6.4.3 of the Agreement.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP for a Task Order, as such GMP may have been adjusted over the course of the Task Order Project, the difference ("Savings") shall go 100% to the Owner.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the fifteenth (15th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a lump sum amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 The Owner will withhold retainage pursuant to RCW Chapter 60.28, and Owner shall release such retainage pursuant to state law. Pursuant to RCW Chapter 60.28, the Design-Builder may submit a bond in lieu of the retainage that the Owner would otherwise keep under the terms of this Contract and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form provided in a form acceptable to the Owner or on the form provided as Exhibit H. In the event the Design-Builder fails at any time to pay persons protected under RCW Chapter 60.28 or the Owner has reason to believe that the Owner or other obligee under the bond has a claim against the retainage or for other good cause, the Owner may, at its option, resume retaining from monies earned by the Design-Builder in accordance with state law.After the Design-Builder has paid protected persons or otherwise cured any default, the Owner may, at its option, again release retainage pursuant to the terms of the bond. Any costs associated with the Bond in Lieu of Retainage shall be Design-Builder's sole responsibility.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.8 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment pursuant and subject to RCW Chapter 60.28 and RCW Chapter 39.08 and all applicable laws and regulations, provided that Design-

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

Builder has satisfied the requirements for final payment set forth in Section 6.8.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the statutory rate of interest.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an Open Book Basis relative to Costs of the Work and all other reimbursable costs set forth in the Agreement.

7.5.1 Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants, the Washington State Auditor, and other governmental agencies entitled to audit the records shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit. All audit provisions shall be subject to the terms listed in 6.8.5 of the General Conditions.

7.5.2 Design-Builder shall segregate the accounts and records for each Task Order Project. Specifically and without limitation, Design-Builder shall segregate the accounts and records for any Task Order Project that is funded by Federal Funds from other Task Order Projects.

7.6 Public Records Act. The Owner is subject to the disclosure obligations of the Washington State Public Records Act of RCW 42.56. Design-Builder expressly acknowledges and agrees that its Statement of Qualifications and Proposal and any information Design-Builder submits with its Statement of Qualifications and Proposal is subject to public disclosure pursuant to the Public Records Act or other applicable law and the Owner may disclose Design-Builder's Statement of Qualifications and Proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

8.1.1 The fair and reasonable sums for overhead and profit on the sum of items set forth in Section 11.6.1 of the General Conditions

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

8.1.2 The total amount to be paid to Design-Builder, exclusive of costs described in Section 11.6.1.2 of the General Conditions, shall not exceed the total GMP.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Upon execution of a Task Order, Design-Builder shall provide performance and payment bonds pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the applicable Validation NTE in the form set forth in Exhibit B. Upon execution of each Contract Amendment increasing the amount of a Not to Exceed Amount or the GMP, Design-Builder shall provide a performance and payment bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the increase of the Not to Exceed Amount or the GMP, as applicable, in the form set forth here in Exhibit B.

Article 11

Other Provisions

11.1 Funding.

11.1.1 Design-Builder shall keep separate accounts for each Task Order Project in a manner agreed by the Parties.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

11.2 Wages.

11.2.1 The Design-Builder and its Subcontractors, Consultants and Sub-Consultants shall pay all laborers, workmen, or mechanics employed by it or them in the performance of this Contract the greater of: (1) the applicable state prevailing wage rate required by (RCW Chapter 39.12); or (2) the applicable wage rate required by Section 2.5. In the event the applicable wage rate(s) required to be paid by the Design-Builder and its Subcontractors, Consultants and Sub-Consultants change during the performance of this Contract, an adjustment shall be made so as to fully comply with any applicable state prevailing wage rate law (RCW Chapter 39.12) and Section 2.5. Notwithstanding the foregoing, the Owner shall not be required to make any adjustment in the Contract Price as a result of changes in either the state prevailing wage rate law or Section 2.5, except as provided in WAC 296-127-023. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Design-Builder's responsibility to verify the applicable prevailing wage rate.

11.2.2 Before payment is made by the Owner to the Design-Builder for any Work performed by Design-Builder or any Subcontractor, Consultant or Sub-Consultant whose work is included in the application for payment, the Design-Builder shall submit, or shall have previously submitted, to the Owner a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of employees, laborers, workers, or mechanics employed for the Work by Design-Builder, Consultants, Subcontractors and Sub-Consultants. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Design-Builder's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Design-Builder for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the City.

11.2.3 Design-Builder's Subcontractors required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.4 Prior to release of the retainage, the Design-Builder shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Design-Builder and every Consultant, Sub-Consultant, and Subcontractor of any tier that performed work on the Project.

11.2.5 Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

11.2.6 Each Application for Payment submitted by Design-Builder shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copied of the approved intent statements(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.7 In compliance with WAC Chapter 296-127, Design-Builder shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

11.2.8 Consistent with WAC 296-127-320, the Design-Builder and all Consultants, Sub-Consultants and Subcontractors shall submit a certified copy of payroll records if requested.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

11.3 Hours of Labor

11.3.1 Design-Builder shall comply with applicable provisions of RCW Chapter 49.28, and such provisions are incorporated herein by reference.

11.3.2 RCW 49.28 permits entities performing public works contracts to enter into an agreement where employees work up to ten hours in a calendar day, subject to the provisions of the statute. No such agreement may provide that employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees.

11.3.3 All work required to be performed by Design-Builder shall normally be done between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, exclusive of Owner observed holidays see or as identified in the approved schedule. Design-Builder shall provide a minimum seventy-two (72) hour notice to the Owner's Representative if at any time it becomes necessary or Design-Builder desires to work at times other than those specified herein or as approved in advance by the Owner. Approval of any proposed alternative work schedule shall be at the sole discretion of the Owner's Representative.

11.4 Off Site Prefabricated Items.

11.4.1 In accordance with RCW 39.04.370, Design-Builder shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the contract and produced outside Washington as a part of the Affidavit of Wages Paid form filed with the Washington State Department of Labor and Industries.

11.5 Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

11.6 Business Registration Requirement. Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers are properly licensed to perform the work for which they are contracted and have all applicable business licenses, including but not limited to any licenses or registrations required by the State of Washington and any other regulatory authority. Design-Builder shall be solely responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration.

11.7 Contractor's Registration Requirement. Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers performing construction work are properly licensed pursuant to RCW

11.8 Apprenticeship. The requirements for use of apprentices shall be in accordance with RCW 39.04.320.

11.9 Submission of Information to CPARB

Design-Builder and its subcontractors and designers shall submit to Owner project information required by the Washington State Capital Projects Advisory Board pursuant to RCW 39.10. Specifically, and without limitation, Design-Builder must report to Owner its utilization of businesses certified by the Office of Minority and Women Business Enterprises ("OMWBE") and veteran certified businesses.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

11.10 Inclusion Plans

Design-Builder shall submit to Owner inclusion plans for underutilized firms as subcontractors and suppliers including, but not limited to, OMWBE certified businesses, veteran certified businesses, and small businesses as required in Exhibit C.

11.11 No Party is Drafter

Each party has had an opportunity to negotiate the provisions of this Agreement and its Exhibits and attachments, and neither party shall be construed as the drafter.

[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative dispute resolution clause.]

☐ Any claims, disputes or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

BMP:djj

J:\Active Jobs Estimates\K-945\00 Prime Contract\Exhibits and LOE and Task Order\530 Agreement.docx

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
	Bouten Construction Co.
(Name of Owner)	*(Name of Design-Builder)*
	DocuSigned by: Tim Thomas C5690B762BC7492...
(Signature)	*(Signature)*
	Tim Thomas
(Printed Name)	*(Printed Name)*
	President
(Title)	*(Title)*
Date:	9/13/2023 Date:

DocuSigned by: Robynne Thaxton 805700 3EE3CC4DC...

Approved to Form: Robynne Thaxton; Special Deputy Prosecuting Attorney

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

The license for use of this document expires 1 year from the date of purchase.
To renew your license, visit store.dbia.org.

Questions? We're here to help.

Contact us

Design-Build Institute of America
1001 Pennsylvania Ave. NW, Suite 410
Washington, DC 20004

(202) 682-0110
dbia@dbia.org

© 2022 Design-Build Institute of America; edits © 2023 Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535
Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

TABLE OF CONTENTS

Article	Name	Page
Article 1	General	1
Article 2	Design-Builder's Services and Responsibilities	3
Article 3	Owner's Services and Responsibilities	7
Article 4	Hazardous Conditions and Differing Site Conditions	9
Article 5	Insurance and Bonds	10
Article 6	Payment	12
Article 7	Indemnification	14
Article 8	Time	16
Article 9	Changes to the Contract Price and Time	17
Article 10	Contract Adjustments and Disputes	18
Article 11	Stop Work and Termination	20
Article 12	Electronic Data	23
Article 13	Miscellaneous	24

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition, as revised).

1.2.2 *Basis of Design Documents* are the documents set forth in Section 3.04.F of Exhibit C.

1.2.3 *Commercial Terms* are any documents that establish an agreement between the parties regarding a maximum cost, a scope of work, or a schedule, including but not limited to the GMP, an Early GMP, Not to Exceed Amount, Lump Sum, Hourly Rate, Contract Time, Target Budget, Target Schedule, Owner's Project Criteria, Initial Project Scope, or Basis of Design Documents.

1.2.4 *Contingencies* are the amounts available for Design-Builder's use and are defined in Section 6.4.4 of the Agreement. The Cost of the Work Contingency is defined in Section 6.4.4.a. The Design-Builder's Contingency is defined in Section 6.4.4.b

1.2.5 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Owner's Project Criteria and the Basis of Design Documents unless a deviation from the Owner's Project Criteria or Basis of Design Documents (as applicable) is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.6 *Contract Amendment* is a written amendment to the Contract Documents that incorporates additional terms into the Contract Documents. Later Contract Amendments govern over earlier Contract Amendments.

1.2.7 *Contract Time* consists of the dates set forth in Article 5 of the Agreement.

1.2.8 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.9 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.10 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.11 *Design Log* is a log of Reliable Design Decisions agreed upon by the parties. The Design Log supplements the Owner's Project Criteria, the Initial Project Scope, and Basis of Design Documents, as applicable.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.2.12 *Design Submission or Submittal* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder (1) to the Owner under the Contract Documents; or (2) developed or prepared by or for the Design-Builder specifically to discharge its duties under the Contract Documents.

1.2.13 *Disadvantaged Business Enterprise or DBE* means any business entity certified by the Washington State Office of Minority and Women's Business Enterprises under RCW chapter 39.19

1.2.14 *Early GMP* is a GMP for a portion of the Work that is established prior to the establishment of the GMP for the entire Work as set forth in Section 6.6.1.6 of the Agreement.

1.2.15 *Early GMP Schedule* is the Schedule for progress and completion of an Early GMP Scope.

1.2.16 *Early GMP Scope* is the Scope of Work for an Early GMP.

1.2.17 *Final Completion* of the entire Project shall be deemed to have occurred when all of the following have occurred:

(a) All requirements for Final Completion for all Task Orders of the Project have been achieved and Punch List Completion has been fully satisfied;

(b) Owner shall have received and accepted a final certificate of occupancy allowing use and occupancy of the Project

(c) Owner shall have received and accepted all Construction Documents, Record Documents, as-built schedule, right-of-way record maps, surveys, test data and other deliverables required under the Contract Documents;

(d) Design-Builder shall have delivered all operating manuals, warranties and other deliverables required by the Contract Documents;

(d) All special tools, equipment, furnishings and supplies purchased and/or used by Design-Builder as provided in this Contract have been delivered to Owner and all replacement spare parts shall have been purchased and delivered to Owner free and clear of Liens

(e) All of Design-Builder's obligations under the Contract Documents (other than obligations which by their nature are required to be performed after Final Completion) shall have been satisfied in full or waived in writing by Owner;

(f) Design-Builder shall have delivered to Owner a Notice of Final Completion for the Project; and

(g) All other conditions to Final Completion in this Contract shall have been satisfied.

.1 Owner will issue a Certificate of Final Acceptance to Design-Builder at such time as Owner determines that Final Acceptance has occurred.

.2 Final Completion will not prevent Owner from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall it prevent Owner from recovering from Design-Builder, its Surety(ies), or other provider of performance security or any combination of the foregoing, overpayment or other costs sustained for failure of Design-Builder to fulfill the obligations under the Contract Documents.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.2.18 *Force Majeure Events* mean any of the following events (provided such events are beyond the reasonable control of the Design-Builder and are not due to an act or omission of the CMR) which materially and adversely affects the Design-Builder's obligations hereunder and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by the Design-Builder:

(a) Any earthquake exceeding 3.5 on the Richter scale epicentered within 25 miles of the specific location of damage on the Site, any earthquake exceeding 5.0 on the Richter scale epicentered within 50 miles from the specific location of damage on the Site, and any earthquake exceeding 6.5 on the Richter scale epicentered within 75 miles from the specific location of damage on the Site, based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado;

(b) Any blockade, rebellion, or war;

(c) Any riot, act of terrorism, or civil commotion in the Project location;

(d) The discovery at, near or on the Site of any archaeological, paleontological, cultural, biological or other protected resources, provided that the existence of such resources was not disclosed in the Contract and not discoverable after a Reasonable Investigation;

(e) The suspension, termination, interruption denial or failure to obtain nonrenewal or amendment of any Owner-Provided Approval;

(f) Any Change in Law that changes the scope of Work, excluding Changes in Law which were proposed or otherwise reasonably foreseeable at the Effective Date provided that a material change in Environmental Law shall be considered a Force Majeure Event regardless of foreseeability;

(g) Any lawsuit seeking to restrain, enjoin, challenge or delay the construction of the Work or the granting of any Regulatory Approval of the Work;

(h) The suspension of Work at the Site ordered by a Governmental Entity due to an epidemic or pandemic; and

(i) Unusually Adverse Weather.

1.2.19 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition, as revised).

1.2.20 *GMP Amendment* means an amendment to the Agreement entered into the parties at the conclusion of Phase 1 that establishes the Basis of Design Documents, the GMP, the Project Schedule and other terms agreed to by the parties

1.2.21 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition, as revised).

1.2.22 *Hazardous Materials*, including "hazardous substances" and "hazardous waste," means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq., each as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c)

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

petroleum or crude oil excluding de minimus amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles, and (d) asbestos or asbestos-containing materials in structures and or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground).

1.2.23 *Initial Project Scope* is the scope of the project that the parties collaboratively establish at the conclusion of the Validation Period that represents the parties' best determination of an achievable project scope within the Target Budget

1.2.24 *Key Team Members* mean those individuals and position descriptions identified by Design-Builder during the project procurement and other individuals identified as Key Team Members with the agreement of both parties, such agreement shall not be unreasonably withheld.

1.2.25 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.26 *Liens* mean any pledge, Lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement or other instrument intended to perfect a security interest).

1.2.27 *Nonconforming Work* is any Work that is found to not be in conformance with the Contract Documents.

1.2.28 *Open Book Basis* means providing the Owner all underlying assumptions, price quotes and data associated with pricing or compensation (whether of the Design-Builder or the Owner) or adjustments thereto, including assumptions as to costs of the Work, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, and other items reasonably required by the Owner to satisfy itself as to the reasonableness of the amount.

1.2.29 *Original GMP is the GMP set forth in the GMP Amendment*

1.2.30 *Owner's Budget* is the amount of money set aside by the Owner for the Project or a specific Task Order.

1.2.31 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for each Task Order Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work associated with each Task Order. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Task Order Project-specific technical materials and requirements.

1.2.32 *Project Schedule* is the schedule provided by the Design-Builder and approved by the Owner pursuant to Section 2.1.3 of the General Conditions and Exhibit C

1.2.33 *Reliable Design Decision* is a decision, development, or election that refines the Owner's Project Criteria or Basis of Design Documents, that is approved by the Owner and that is set forth in the Design Log. A Reliable Design Decision cannot change the Owner's Project Criteria or Basis of Design Documents but shall instead constitute a further development or refinement of the design for the Project with which all subsequent design, development and Construction Documents shall be consistent

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.2.34 *Self-Performed Construction Work* means construction Work that would normally be performed by a subcontractor and does not include any costs associated with design, construction management, or Work that would be included in or described as part of the Lump Sum General Conditions Costs set forth in Section 4.5 of the Agreement

1.2.35 *Site* are those areas designated in writing by the Owner for performance of the Work and such additional areas as may, from time to time, be designated in writing by the Owner for the Design-Builder's use in performance of the Work. For purposes of insurance (subject to any notification and other requirements imposed by the insurer(s) for approval), indemnification, safety and security requirements, the prevailing wage requirements, and payment for use of equipment, the term "Site" shall also include (a) the field office sites, (b) any property used for bonded storage of material for the Project approved by the Owner, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by the Design-Builder or Subcontractors covered by the worker's compensation policy included in the insurance described in Exhibit B, but excluding any permanent locations of Design-Builder or such covered Subcontractors..

1.2.36 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include Design Consultants, materialmen and suppliers.

1.2.37 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include Design Subconsultants, materialmen and suppliers.

1.2.38 *Substantial Completion* or *Substantially Complete* means\

(a) The Design-Builder has completed the Work or designated portion of the Work, in accordance with the Contract, such that the Project is in a condition that it can be used in a normal and safe manner, subject only to Punch List items and other Work that do not affect the ability to occupy the Project or designated portion thereof for such normal use and operation;
(b) The Project or designated portion thereof is sufficiently completed in accordance with the Contract, as modified by any executed Change Orders, so that it can be used for its intended purpose;
(c) All conditions to acceptance by Utility Owners have been satisfied or waived, and any waivers approved by the Owner, in its sole discretion;
(d) The Design-Builder has completed commissioning the Work or designated portion thereof in accordance with the commissioning requirements in the Closeout Plan, and the commissioning tests have been successfully performed and satisfied (subject to such commissioning which is identified in the commissioning requirements to be conducted after Substantial Completion);
(e) To the extent applicable, all authorities having jurisdiction have confirmed (and issued all pertinent Governmental Approvals or other documents in respect thereof) that the building and structures on the Site applicable to the portion of the Work for which Substantial Completion is sought are ready for occupancy; and
(f) All other conditions to Substantial Completion in the Contract shall have been satisfied.

1.2.39 *Target Budget* is the estimate for a GMP for a Task Order that is collaboratively established by the parties after the conclusion of the Validation Period that represents the parties' best determination of an achievable GMP.

1.2.40 *Target Schedule* is the estimated Task Order Schedule collaboratively established by the parties at the conclusion of the Validation Period that represents the parties' best determination of an achievable Task Order Schedule.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.2.41 *Task Order* means the document whereby the Owner provides authorization to perform the Work for a Task Order Project.

1.2.42 *Task Order Price* is the Contract Price that is applicable to each Task Order. The term Contract Price shall refer to each Task Order Price, as applicable.

1.2.43 *Task Order Project* means a portion of the Work that is initially set forth in a Task Order and then developed pursuant to the process set forth in Section 6.6 of the Agreement. The term Project shall refer to each Task Order Project, as applicable.

1.2.44 *Task Order Scope* is the scope of Work initially set forth in the Owner's Project Requirements for a Task Order and then developed pursuant to the process set forth in Section 6.6 of the Agreement.

1.2.45 *Task Order Schedule* is the Project Schedule that is applicable to each Task Order. The term Project Schedule shall refer to each Task Order Schedule, as applicable.

1.2.46 *Trend* is an issue identified in the Trend Log

1.2.47 *Trend Log* is a log of issues that have been identified by the Design-Builder or the Owner during the design process that may cause any Commercial Term to be modified or cause the Contract Time to be exceeded.

1.2.48 *Unusually Adverse Weather* means weather that satisfies all of the following conditions:

(a) Unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred and could not have been reasonably anticipated, documented by 10-year climatological data obtained by the CMR from the nearest nationally recognized reporting station to the Site;

(b) Unanticipated for the time of year;

(c) Occurring at the Site; and

(d) Having a materially adverse effect on the scheduled Work.

1.2.49 *Validation Period* is the time period established in Section 6.6 of the Agreement to accomplish the tasks set forth in Exhibit C, Section 2.02 for each Task Order.

1.2.50 *Work* is comprised of all Design-Builder's design, construction and other services required by the *Contract* Documents, including procuring and furnishing all materials, equipment, services, incidentals, and labor whether expressly required by or reasonably inferable from the Contract Documents.

1.2.51 *Work Group* is a team of individuals with representatives from both the Owner and Design-Build Team that are responsible for developing Design Submissions, updated estimates, and updated schedules for the applicable Design Submittals Package.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with reports detailing the progress of the Work as set forth in Exhibit C, including but not limited to (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency accounts; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). In addition to the frequency set forth in Exhibit C, status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Design-Builder shall prepare and submit the schedules and deliverables set forth in Exhibit C, including but not limited to the Project Schedule for the execution of the Work for Owner's review and response. The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by Exhibit C and the conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule and other deliverables provided by Design-Builder shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement any procedures additional to Exhibit C, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.5 Representatives of the Design-Build Team, including at a minimum of the Design-Builder's Representative and a representative from the lead designer and lead constructor, shall meet with the Owner at least on a weekly basis and shall provide to the Owner a written update regarding the status of the Project, including but not limited to the information required in Exhibit C and any issues that may have a material effect on the Project. The Design-Build Team shall issue meeting minutes within three days of meeting.

2.1.6 In the event of termination of the Contract, Design-Builder hereby assigns to Owner all its interest in first-tier subcontracts now or hereafter entered into by Design Builder for performance of any part of the Work. The assignment will be effective upon acceptance by Owner in writing and only as to those subcontracts which the Owner designates in writing. The Owner may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Design Builder's rights under the Contract Documents. Such assignment is part of the consideration to the Owner for entering into the Contract with Design Builder and may not be withdrawn prior to Final Completion.

2.2 Design Professional Services.

2.2.1 Owner does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of the Agreement, Design-Builder acknowledges that Owner has no such intent. Design-Builder shall, consistent with applicable state licensing laws, furnish through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights. Design-Builder assumes responsibility to Owner for the proper performance of the Work of the Design Consultants and any Sub-Consultant and any acts and omissions in connection with such performance.

2.2.3 Any references in the Contract Documents to Design-Builder's responsibilities or obligations to "perform" the design portions of the Work shall be deemed to mean that Design-Builder shall "furnish" the design for the Project.

2.3 Standard of Care for Professional Services.

2.3.1 The standard of care for all professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. The Design-Builder shall also perform the design and construction so that the Work meets or exceeds the performance requirements set forth in the Owner's Project Criteria, the Initial Project Scope and/or the Basis of Design Documents.

2.3.2 Design Builder shall perform all activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents.

2.4 Design Development Services.

2.4.1 Design-Builder shall provide the Design Submissions set forth in the Contract Documents. Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1 as well as the Commercial Terms. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time and are consistent with the Owner's Project Criteria, the Design Log and Basis of Design Documents, as applicable. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.1.5 The Design-Builder shall provide an updated cost model for the Project periodically as required in Exhibit C. The Design-Builder shall also schedule and facilitate a one-day review meeting with the Owner to present and summarize changes in the Design Submission, changes to the scheduled Milestone dates and present an overview of cost model.

2.4.1.6 Design Log. A Design Log, including a full listing of Reliable Design Decisions and all changes to the Initial Project Scope and Basis of Design Documents, will be maintained by the Design-Builder and provided to all attendees for review.

a. Both parties must agree to include a Reliable Design Decision in the Design Log.

b. The Design Log shall be updated after every Design Review Meeting, and in any case, on a weekly basis.

c. Once a Reliable Design Decision in the Design Log is approved in writing by the Owner, it shall be binding on the Design-Builder as if set forth in the Initial Project Scope or Basis of Design Documents.

d. The Design Log is for the sole purpose of tracking the development of the Design Submissions.

e. If a Reliable Design Decision will cause a change in the Owner's Project Criteria, the Initial Project Scope or Basis of Design Decisions, or any of the Commercial Terms, such changes must be processed pursuant to Articles 9 and 10.

.7 Trend Log. If either party does not know the extent to which a Design Submission or other potential change will alter a Commercial Term, either party may request in writing to identify a Trend in the Trend Log.

a. The request to include a Trend in the Trend Log must include the following information:

i. Identification of the portion of the Design Submission for which the costs are uncertain and may cause any Commercial Term to be exceeded;

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

ii. The estimated change in the applicable Commercial Term; and

iii. Potential impacts or changes to the Initial Project Scope or Basis of Design Documents as a result of the Trend.

b. Both parties must consent in writing to include the Trend in the Trend Log. The Design-Builder will track the Trend on the Trend Log, and the Trend Log shall be updated with the most recent information on a weekly basis.

c. The parties will work collaboratively to resolve Trends in the Trend Log as quickly as possible. When a Trend in the Log is resolved and the resolution changes the Initial Project Scope or Basis of Design Documents and/or any Commercial Term, the resolution shall be memorialized in a Change Order. If the resolution does not change the Initial Project Scope or Basis of Design Documents and/or any Commercial Term, it shall be removed from the Trend Log.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified by the parties and recorded as set forth in the Contract Documents. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above and Exhibit C. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of Design Submissions, meeting minutes, the Design Log, the Trend Log, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, the Design Log, the Trend Log, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements that directly affect the Work that are enacted after the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Unless the parties have identified permits in an Owner's Permit List attached either as an exhibit to the Agreement or as part of the Owner's Project Criteria or Basis of Design Documents, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 The Design-Builder shall assemble and install all equipment according to the applicable manufacturer's installation instructions. Work that does not conform to the applicable instructions and/or any resulting errors in assembly or installation shall be corrected by the Design-Builder. If the Owner determines that the Design-Builder has incorrectly assembled, installed and/or damaged any such equipment, the Design-Builder shall, at its own expense, furnish a competent manufacturer's representative to assist, instruct and approve the Design-Builder's corrected work.

2.7.4 If any materials or equipment are stored by Design-Builder, they shall be stored so as to ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation, oxidation or freezing. Stored materials and equipment shall be located so as to facilitate observation. The Design-Builder shall be responsible for all damage or loss that occurs as a result of its fault or negligence in connection with the care and protection of all materials and equipment until acceptance by the Owner.

2.7.5 Design-Builder is responsible for verifying that any equipment supplied by the Owner is in working order and sufficient for the purposes for which it was intended in the Project. If equipment furnished by Owner is not in working order or is not sufficient for the Project, Design-Builder shall notify Owner immediately, and Owner shall either repair or replace the equipment, at Owner's sole discretion. Design-Builder is responsible for the proper installation of the equipment furnished by Owner.

2.7.6 Design-Builder shall provide appropriate security for the Site, and shall take all reasonable precautions and provide protection to prevent damage, injury, vandalism, theft, and loss to the Work, equipment and materials used to perform the Work, real property within the Site, and other property at or on the Site, whether owned by Design-Builder, Owner, or any other third party.

2.7.7 Design-Builder shall maintain, rebuild, repair, restore or replace all Work (including plans and specifications, and materials, equipment, supplies and maintenance equipment which are purchased for permanent installation in, or for use during construction of, the Project, regardless of whether the Owner has title thereto) that is injured or damaged prior to Substantial Completion. Following Substantial Completion, Design-Builder shall continue to have responsibility to maintain, build, repair, restore or replace all Work not 100% completed at Substantial Completion, until Owner accepts maintenance responsibility with respect to such Work. Except as provided in Section 2.7.7.2, all remaining elements of the Project shall be considered accepted for maintenance purposes as of the Final Acceptance Date. Maintenance responsibility under this Section 2.7.7 includes rebuilding, repairing and restoring all other property at the Project Site whether owned by Design-Builder, Owner or any other Person.

.1 With respect to Work on property not owned by Owner, Design-Builder's obligations under this Section 2.7.7 shall terminate upon acceptance of such Work by the

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

property owner and the Owner.

.2 During the period after Substantial Completion until Final Acceptance, the Owner may issue a Change Order under Article 9 requiring Design-Builder to continue to have responsibility for maintaining, rebuilding, repairing, restoring and replacing Work accepted by Owner, provided, however, no Change Order is required in connection with direction to proceed with Warranty Work.

2.7.7 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.8 Inspections. Design-Builder shall inform Owner of any part of the Work which is about to be covered and offer a full and adequate opportunity to Owner to inspect and test such part of the Work before it is covered. At all times before Final Completion, Design-Builder shall remove or uncover such portions of the finished construction Work as directed by Owner. After examination by the Owner Representative and any other Persons designated by Owner, Design-Builder shall restore the Work to the standard required by the Contract Documents. If the Work exposed or examined is not in conformance with the requirements of the Contract Documents, then uncovering, removing and restoring the Work and recovery of any delay to any Critical Path occasioned thereby shall be at Design-Builder's cost and Design-Builder shall not be entitled to any adjustment to the Contract Price or any time extension or any other relief. Furthermore, any Work done or materials used without adequate notice to and opportunity for prior inspection by Owner (if applicable) or without inspection in accordance with the Contract Documents may be ordered uncovered, removed or restored at Design-Builder's cost and without an adjustment to the Contract Price or a time extension, or any other relief, even if the Work proves acceptable after uncovering. Except with respect to Work done or materials used as described in the foregoing sentence, if Work exposed or examined under this Section 2.7.8 is in conformance with the requirements of the Contract Documents, then any delay in any Critical Path from uncovering, removing and restoring Work shall be considered an Owner-Caused Delay, and Design-Builder shall be entitled to a Change Order for the reasonable cost of such efforts and recovery of any delay to any Critical Path occasioned thereby.

2.7.9 Title. Design-Builder warrants that it owns, or will own, and has, or will have, good and marketable title to all materials, equipment, tools and supplies provided, or to be provided, by it and its Subcontractors that become part of the Project or are purchased for Owner for the operation, maintenance, rebuild, repair or replacement thereof, free and clear of all Liens.

.1. Title to all such materials, equipment, tools and supplies delivered to the Site shall pass to Owner, free and clear of all Liens, upon the sooner of (a) incorporation into the Project, or (b) payment by Owner to Design-Builder of invoiced amounts pertaining thereto.

.2 Notwithstanding any such passage of title, Design-Builder shall retain sole care, custody, and control of, and risk of loss with respect to, such materials, equipment, tools and supplies and shall exercise due care with respect thereto until Final Acceptance or until Design-Builder is removed from the Project.

2.8 Subcontractors and Labor

2.8.1 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld. The Contract Documents shall not be construed to create a contractual relationship of any kind between Owner and any Subcontractor of any tier.

2.8.2 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.8.3 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.8.4 Design-Builder shall ensure that each Subcontract (at all tiers) shall include those terms that are specifically required by the Contract Documents to be included therein as well as such additional terms and conditions as are sufficient to ensure compliance by the Subcontractor with all applicable requirements of the Contract Documents, including but not limited to the following provisions:

.1 Effective procedures for timely resolution of claims and disputes, including an agreement by the Subcontractor to participate in any dispute proceeding pursuant to Section 18, if such participation is requested by Owner;

.2 A standard of professional responsibility or a standard for quality equal to or better than the requirements of the Contract Documents;

.3 A requirement to maintain usual and customary books and records for the type and scope of operations of the business in which the Subcontractor is engaged;

.4 A provision permitting audits to be conducted by the Design-Builder and Owner according to the terms of the Contract;

.5 A requirement to provide progress reports to the Design-Builder appropriate for the type and scope of Work performed and to meet the requirements of Exhibit C;

.6 A requirement that the Subcontractor maintain all appropriate licenses and registrations;

.7 A provision prohibiting assignment of the Subcontract without the Design-Builder's written consent;

.8 The following provision: "Nothing contained herein shall be deemed to create any privity of contract between Owner and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of Owner to the Subcontractor except those allowed under Washington law. In the event of any claim or dispute arising under the Subcontract and/or Design-Builder's contract with Owner, the Subcontractor shall look only to Design-Builder for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against Owner arising out of the Subcontract or otherwise arising in connection with the Subcontractor's Work."; and

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

.9 Provisions in form and substance satisfactory to Owner, (a) Owner is a third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit, and (b) all guarantees and warranties, express or implied, shall inure to the benefit of Owner, and its respective successors and assigns.

2.9 Design-Builder's Responsibility for Project Safety.

2.9.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.9.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.9.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.10 Design-Builder's Warranty.

2.10.1 Design-Builder warrants to Owner that (i) the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship, (ii) the Work shall meet all of the requirements of the Contract Documents. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.10 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11 Correction of Defective Work.

2.11.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents ("Nonconforming Work"), including that part of the Work subject to Section 2.10 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.11.2 Nonconforming Work rejected by Owner shall be removed and replaced so as to conform to the requirements of the Contract Documents, at Design-Builder's cost and without any

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

adjustment to the Contract Price or time extension or any other relief; and Design-Builder shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that Owner may not have discovered the Nonconforming Work shall not constitute an acceptance of such Nonconforming Work. Design-Builder shall, within seven (7) days of receipt of written notice from Owner of Nonconforming Work, take meaningful steps to commence correction of such Nonconforming Work, including the correction, removal or replacement of the Nonconforming Work and any damage caused to other parts of the Work affected by the Nonconforming Work. If the correction of Nonconforming Work cannot be completed within such seven (7) day period, Design-Builder must (a) provide a schedule for correcting the Nonconforming Work and (b) commence and diligently prosecute such correction in accordance with the approved schedule to completion. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such Nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the Nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.11.3 Owner may agree to accept any Nonconforming Work without requiring it to be fully corrected. In such event, Owner shall be entitled to reimbursement of a portion of the Contract Price (which shall also reduce the GMP) in an amount equal to the greater of: (a) the amount deemed appropriate by Owner to provide compensation for future maintenance and/or other costs relating to the Nonconforming Work, or (b) 100% of Design-Builder's cost savings associated with its failure to perform the Work in accordance with Contract requirements. Such reimbursement (plus an administrative charge equal to 10% of the costs and expenses) shall be payable to Owner within ten days after Design-Builder's receipt of an invoice therefor. Alternatively, Owner may deduct the amount of such costs and expenses (plus an administrative charge equal to 10% of the costs and expenses) from any sums owed by Owner to Design-Builder pursuant to this Contract. Design-Builder acknowledges and agrees that Owner shalldetermine whether the Nonconforming Work will be rejected or accepted and the amount payable in connection therewith shall be subject to the claims provisions.. Payment, reimbursement or deduction of the amounts owing to Owner under this Section 2.10.3 shall be a condition precedent to the acceptance of the applicable Nonconforming Work.

2.11.4 The one-year period referenced in Section 2.11.1 above applies only to Design-Builder's obligation to correct Nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.12 Contract Phases

2.12.1 Phase 1. Phase 1 shall commence upon Notice to Proceed from the Owner and shall end on the Phase 1 Completion Date as set forth in Agreement, Section 5.2. The services provided by the Design-Builder during Phase 1 shall be established in Exhibit C.

.1 In Phase 1, the Design-Builder shall carefully and thoroughly examine the information set forth in Exhibit C, the existing site conditions, and any other information provided by the Owner with respect to the Project. Such information includes, but is not limited to, as-built drawings of the existing facilities; necessary testing of existing facilities; geotechnical and other site conditions; and legal, permitting and regulatory requirements and restrictions

.2 Unless specifically identified as reliable information, the Design-Builder may not rely on information provided by the Owner and must validate all information provided by the Owner during Phase 1 as set forth in Exhibit C.

.3 The Design-Builder shall provide the submissions set forth in Exhibit C on an open

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

book and transparent basis. In addition, the Design-Builder and the Owner shall, consistent with any applicable provision of the Contract Documents, agree upon the quantity and level of development for Design Submissions that the Owner may wish to review, which Design Submissions may include Milestone Design Submissions, design criteria, drawings, diagrams and specifications setting forth the Project requirements. Design Submissions shall be consistent with the Commercial Terms, as they may develop through the design process set forth in the Contract Documents.

.4 If the Design-Builder discovers or should have discovered with reasonable diligence Material Differences from the actual conditions at the Site or the Owner Provided Information, Design-Builder shall, upon discovery but no later than at the conclusion of Phase 1, provide Owner with written notice of any such Material Differences. A "Material Difference" is defined as one that would either a) impact the Owner's Project Criteria, the Initial Project Scope, the Design-Builder's Fee Percentage or a Commercial Term or b) be considered a Differing Site Condition. Design-Builder shall not be entitled to a Change Order for any Material Difference during Phase 2, including but not limited to for Differing Site Conditions, pursuant to Section 4.2.1 of the General Conditions, if the Material Difference could have been discovered, with reasonable diligence, during Phase 1 and was not disclosed pursuant to this Section.

2.12.2 Phase 2. Phase 2 is the final phase of the Contract where the Design-Builder: (i) completes the design services and develops Construction Documents for the Project, (ii) performs the construction, start-up, testing and commissioning and closeout of the Project, (iii) undertakes any necessary warranty services for the Project, and (iv) performs other services as set forth in Exhibit C, the GMP Amendment and any Early GMP Amendment.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of Design Submissions and Construction Documents consistent with the turnaround times set forth in in the Contract, by agreement of the Owner and Design-Builder, or the approved Design-Builder's schedule, as applicable.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents, provided, however, Owner shall have no liability to the Design-Builder for failure to notify the Design-Builder or failure to discover such defects or noncompliant Work.

3.2 Furnishing of Services and Information.

3.2.1 The Owner's Project Criteria sets forth the information provided by the Owner.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

3.3 Financial Information.

3.3.1 If Design-Builder has reasonable belief that Owner will not have sufficient funds to complete the Project, at Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for those permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Materials, Differing Site Conditions and Archaeological Resources

4.1 Hazardous Materials.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Materials encountered at the Site that could have been reasonably discovered during the Validation Period. Unless working with Hazardous Materials is part of the scope of the Work, upon encountering any Hazardous Materials, Design-Builder will stop Work immediately in the affected area and duly notify Owner immediately thereof telephonically or in person, to be followed immediately by written notification, and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Materials that are not set forth as part of the Work or that could not have been reasonably discovered during the Validation Period, Owner shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Materials have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Unless expressly provided in the Contract Documents to be part of the Work, Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Materials at the Site pursuant to this Section.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for any release or threatened release of a Hazardous Material (a) which was brought onto the Site by any DB-Related Entity, or (ii) which was negligently removed or handled by the Design-Builder, regardless of the source, origin or method of deposit of such Hazardous Materials ("Design-Builder Release of Hazardous Materials"). Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from any such release or threatened release.

4.1.7 With respect to Hazardous Materials that are part of the Work, Design-Builder agrees to comply with all applicable regulatory authorities, including but not limited to any statute, regulation, or regulatory agency regarding such Hazardous Materials. Design-Builder agrees to work cooperatively with Owner and regulatory agencies with jurisdiction over the Project to properly handle, dispose of, and/or remediate any Hazardous Materials.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Owner provided information in Exhibit C or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition. Notwithstanding the preceding, provided the parties sign the GMP Amendment, Design-Builder shall not be entitled to a Change Order for Differing Site Conditions if the Differing Site Condition was discovered or could have been discovered, with reasonable diligence, during Phase 1.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder then Design-Builder shall

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

immediately notify Owner thereof telephonically or in person, to be followed by written notification within five days. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered. Design-Builder shall immediately stop Work in and secure the area pending further instructions.

4.2.3 If directed by Owner, Design-Builder shall promptly conduct such further investigation. If Design-Builder continues to believe that the material or condition falls within the scope of Section 4.2.1, Design-Builder shall at that time also advise Owner of any action recommended to be taken regarding the situation. Owner then will determine whether Design-Builder's findings and proposed actions are acceptable and either approve, or require modification of, Design-Builder's proposed actions. If the condition involves discovery of Hazardous Materials that are Owner's responsibility under the Contract, Owner shall advise Design-Builder regarding its plans for Hazardous Materials Remediation and shall coordinate with Design-Builder in performance of such activities, in accordance with Section 4.1.

4.2.4 Owner shall have the right to require Design-Builder to recommence work in the area at any time, even though an investigation or other work may still be ongoing, so long as recommencing work would not violate any Legal Requirements. Design-Builder shall promptly recommence Work in the area upon receipt of notification from Owner to do so. On recommencing Work, Design-Builder shall follow all applicable procedures contained in the Contract Documents and all other Legal Requirements with respect to such work, consistent with Owner's determination or preliminary determination regarding the nature of the material or condition.

4.3 Archaeological Resources

4.3.1 In the event the Design-Builder or any of its Subcontractors inadvertently discover any archaeological, paleontological, biological, cultural, or other resources at any time during the project, Design-Builder shall immediately notify the Owner telephonically and suspend all excavation activities at the site.

4.3.2 Design-Builder shall follow the procedures set forth in Section 4.2 with respect to addressing the discovery of and shall be entitled to a Change Order as set forth therein, provided, however, that the Design-Builder shall not be entitled to a Change Order if the archaeological, paleontological, biological, cultural, or other resource was discovered or could have been discovered, with reasonable diligence, during Phase 1.

4.3.3 "Archaeological Resource" shall mean any material remains of human life or activities which are of interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and paintings, and other implements and artifacts of any material or form.

4.3.3 Any Archaeological Resources that may be discovered during progress of the Work shall, at Owner's sole discretion, be the property of Owner.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Upon signing and returning the signed Agreement to the Owner, and in any event, prior to performing any Work under this Agreement, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.1.4 The Design-Builder's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Design-Builder to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. Design-Builder shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

5.1.5 If Design-Builder maintains higher insurance limits than the minimums shown above, Owner shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Design-Builder, irrespective of whether such limits maintained by Design-Builder are greater than those required by this Agreement or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by Design-Builder.

5.1.6 Design-Builder's insurance coverage shall be primary insurance with respect to Owner. Any insurance, self-insurance, or insurance pool coverage maintained by Owner shall be excess of Design-Builder's insurance and shall not contribute with it.

5.1.7 Design-Builder shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of Design-Builder-provided insurance as set forth herein, except Design-Builder shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Design-Builder shall ensure that the Owner is an additional insured on each subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

5.1.7 Failure on the part of the Design-Builder to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving as least five business days' notice to Design-Builder to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due Design-Builder from the Owner.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

5.3 Builder's Risk Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Design-Builder shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located builder's risk insurance on an "all risk" or equivalent policy form upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Design-Builder shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. A copy of the builder's risk policy shall be made available to the Owner. The builder's risk insurance shall include physical loss or damage to the Work, including temporary buildings, debris removal, and damage to materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under the builder's risk insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Design-Builder shall submit for Owner's review and approval a schedules of values for all of the Work as set forth in Exhibit C. The Schedule of Values will (i) subdivide the Work into its respective parts based on the project's Work Breakdown Structure (WBS); (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work. Design-Builder will furnish, as part of the Schedule of Values, adequate and reliable cost justification and documentation on an Open Book Basis so as to provide both Owner and Design Builder a transparent understanding of the cost data estimates and bids that comprise the initial baseline Schedule of Values as well as any updates thereto. Design-Builder will provide a final Schedule of Values with the GMP Proposal.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment.

6.2.2 Prior to submitting an invoice Design-Builder will provide to the Owner on the 10th day of each month a proposed progressed Primavera Schedule and progress reports for owners review for 1 week.

6.2.3 After the monthly Schedule progress and progress reports are reviewed and approved Design-Builder will provide to the Owner on the 25th day of each month an invoice and Schedule of Values, along with the Microsoft Project Schedule and progress reports provided fifteen (15) days prior. Invoices from the Design-Builder will be based on the actual time and reimbursable expenses incurred to complete the work for items included in the Cost of the Work. General Conditions will be invoiced as required pursuant to the Agreement. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and shall be in a form acceptable to Owner, including but not limited to the following information:

.1 An Invoice Cover Sheet that will include the following items:

a. Project name and title;

b. Invoice number (numbered consecutively, starting with "1");

c. Period covered by the invoice (specific beginning and ending calendar days);

d. Total amount authorized;

e. Total amount invoiced through last period;

f. Current invoice amount;

g. Total invoiced to-date;

h. Percent invoiced;

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

i. Remaining Contract Price (exclusive of the Allowance amounts), GMP, and remaining Allowance amounts;

j. Retainage withheld;

k. Net amount due Design-Builder

l. Total amount earned to date for the Project as a whole;

m. Authorized signature, title of signer and date of signature; and

n. Signatures of Design-Builder

.2 An itemization of the costs incurred pursuant to the Contract, including but not limited to:

a. The detailed amounts spend for the Cost of the Work incurred during the period of the Application for Payment and the back-up documentation for the Cost of the Work, including but not limited to timesheets, invoices, purchase orders, or any other document that evidences the Cost of the Work or any other cost for which Design-Builder requests reimbursement;

b. The Design-Builder's Fee Percentage or Lump Sum Fee incurred;

c. Contingency Items charged under Section 6.4.4. of the Agreement;

d. Any Lump Sums established pursuant to Section 6.4.3;

e. Design-Builder's Lump Sum General Conditions Costs incurred, if applicable.

.3 The monthly periodic deliverables in Exhibit C for the relevant Phase of the Work;

.4

.5 A Conditional Waiver and Release on Progress Payment, in the statutory form, signed by Design-Builder and each Subcontractor or supplier that provided services, materials or equipment included in the invoice.

.6 An Unconditional Waiver and Release Upon Progress Payment, in the statutory form, signed by Design-Builder and each Subcontractor or supplier that provided materials or equipment included in any preceding invoice and for which Design-Builder received payment.

.7 Other supporting documents as requested by Owner to facilitate its determination of the amount payable including but not limited to:

a. Hours and rates for sole sourced work.

b. Material and equipment purchase orders and delivery backup.

c. Progressed CPM resource loaded Primavera project schedule.

d. Subcontractor invoices.

6.2.4 Cash Flow

.1 Along with the baseline CPM resource loaded schedule the Design-Builder will provide an overall anticipated monthly cash flow for the project. The format for this cash flow will follow the example set forth in Exhibit C.

.2 Every month the Design-Builder will update this cash flow with the following information

a. Baseline planned monthly costs

b. Actual monthly costs

c. Earned (Budgeted Work Completed) Monthly Costs

d. Forecast monthly costs to complete the project

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

6.2.5 The Application for Payment may request payment for equipment and/or materials delivered to the Site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off Site, provided Design-Builder complies with or furnishes satisfactory evidence of the following:

.1 The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;

.2 The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

.3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);

.4 Design-Builder furnishes Owner a certificate of insurance extending Design- Builder's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;

.5 The warehouse (or secure portion thereof) is continuously under lock and key, and only Design-Builder's authorized personnel shall have access;

.6 Owner shall at all times have the right of access in the company of Design-Builder;

.7 Design-Builder and its surety assume total responsibility for the stored materials;

.8 Design-Builder furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Site; and

.9 Upon payment, Owner will receive the equipment and materials free and clear of all Liens and encumbrances.

6.2.6 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.7 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, Liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof. When Design-Builder removes the grounds for withholding payment, Design-Builder shall provide written evidence thereof. If such evidence is satisfactory to Owner, Owner will include the amount so withheld in the next scheduled progress payment.

6.3.2 Specifically and without limitation, Owner may deduct from each payment the following:

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

.1 Claims against Design-Builder;

.2 Defective Work not remedied or Work not performed in accordance with the Contract Documents;

.3 Failure of Design-Builder to make proper payments to any of its Subcontractors;

.4 Failure to perform the Work in accordance with the Current Schedule will result in Liquidated Damages per Article 5;

.5 Damage to other work or property caused by Design-Builder or any entity for which Design-Builder is responsible;

.6 Damages owing to Owner under the terms of the Contract;

.7 Any and all other circumstances in which Owner reasonably determines that it is necessary to protect its interests.

6.3.3 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof, provided Design-Builder gives Owner five business days' written notice of its intent to stop work and an opportunity to cure the late payment.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors within seven days of receipt of payment from the Owner, unless its contractual obligations to such parties provide for a shorter time period., all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's Liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work for a Task Order, or to the extent permitted in the Contract Documents, a portion of the Work representing an Interim Milestone, has achieved Substantial Completion. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that Design-Builder has achieved Substantial Completion in accordance with the requirements of the Contract Documents. Owner will conduct reasonable inspections, surveys and/or testing as Owner deems necessary. If such inspections, surveys and/or tests disclose that any Work does not meet the requirements of the Contract Documents, Owner will promptly advise Design-Builder as to any errors, omissions, deviations, defects, or deficiencies in the Work necessary to be corrected as a condition to Substantial Completion and as to any errors, omissions, deviations, defects or deficiencies which may be corrected as Punch List items. Upon correction of the errors, omissions, deviations, defects, or deficiencies identified as a prerequisite to Substantial Completion, Design-Builder shall provide written notification to Owner and Owner will conduct another round of inspections, surveys and/or tests. This procedure shall be repeated until Owner finds that all prerequisites to Substantial Completion have been met. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Substantial Completion of the entire Project occurs when Substantial Completion for the final Task Order is achieved.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Completion

6.7.1 Design-Builder shall notify Owner when it believes the entire Work, or to the extent permitted in the Contract Documents a Task Order, has achieved Final Completion. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that Design-Builder has achieved Final Completion in accordance with the requirements of the Contract Documents. Owner will conduct reasonable inspections, surveys and/or testing as Owner deems necessary. If such inspections, surveys and/or tests disclose that any Work does not meet the requirements of the Contract Documents, Owner will promptly advise Design-Builder as to any errors, omissions, deviations, defects or deficiencies in the Work necessary to be corrected as a condition to Final Completion and as to any errors, omissions, deviations, defects or deficiencies which may be corrected as Punch List items. Upon correction of the errors, omissions, deviations, defects, or deficiencies identified as a prerequisite to Final Completion, Design-Builder shall provide written notification to Owner and Owner will conduct another round of inspections, surveys and/or tests. This procedure shall be repeated until Owner finds that all prerequisites to Final Completion have been met. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Final Completion that will set forth the date of Final Completion of the Work or portion thereof.

6.8 Final Payment.

6.8.1 When the Design-Builder has completed all work in accordance with the terms of the Contract Documents and received a Certificate of Final Completion, the Design-Builder shall properly execute and submit a Final Application for Payment final invoice to Accounts Payable. Once the Final Application for Payment has been processed, the Owner's Procurement Department will issue the Certificate of Completion and Release to be executed by the Design-Builder and returned to the Procurement Officer. The Certificate of Completion and Release shall constitute a waiver of all claims by the Design-Builder except for unsettled claims specifically stated, if any.

6.8.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following:

.1 The Certificate of Completion and Release which shall warrant that the Design-Builder has fully completed its work included in the Contract and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Contract. If any dispute exists between the Design-Builder and any person, firm or corporation to which Design-Builder might be obligated in connection with this Contract, the Design-Builder

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

shall state the name of claimant and amount and general nature of claim against the Contractor. The Certificate of Completion and Release shall state the amount and nature of all present and future claims that the Design-Builder may have against the Owner relative to this Contract. The Contract work shall not be complete until after the Design-Builder has returned to the Procurement Officer a properly completed Certificate of Completion and Release. ;

.2 Unconditional Waiver and Release Upon Final Payment, in a form acceptable to Owner, from all Subcontractors.;

.3 Consent of Design-Builder's surety, if any, to Final Payment;

.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents; and

.5 Any additional documents, certificates, records, plans, releases or other materials established in the Project Closeout Plan as required for Final Completion.

6.8.3 Sixty days after Final Acceptance, retainage may be released to the Design-Builder; provided, however, that there are no claims filed of materialmen or laborers and that the Owner has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Design-Builder and any Subcontractors. If any liens remain unsatisfied from the retainage, the Design-Builder shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.

6.8.5 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.8.6 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

6.8.7 Owner shall release the Contract Retainage pursuant to RCW 60.28.011.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification. Not Used

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner has paid for the work in question, , Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's Liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's Lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or Lien, including, if necessary, the furnishing of a mechanic's Lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or Lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its Consultants, and their respective, its officers, directors, and employees (collectively "Indemnitees") from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

or anyone for whose acts any of them may be liable.

7.4.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then Design-Builder's duty to indemnify shall not apply to liability for damages arising out of Design-Builder's services or out of bodily injury to persons or damage to property that are (a) caused by or resulting from the sole negligence of Indemnitee or (b) caused by or resulting from the concurrent negligence of (i) Indemnitee, its agents or employees and (ii) Design-Builder, its agents or employees, with such liability limited only to the extent of the negligence of Design-Builder, it's agents or employees.

7.4.4 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts. Solely for the purposes of the indemnification obligations under this Agreement, Design Builder specifically and expressly waives any immunity that may be granted it under the worker's compensation laws under the Washington State Industrial Insurance Act, Title 51 RCW; provided that such waiver shall be expressly limited to Design-Builder's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts. This waiver was mutually negotiated.

7.4.5 THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT AND THE WAIVER OF IMMUNITY UNDER RCW TITLE 51 WERE MUTUALLY NEGOTIATED.

OWNER'S INITIALS: (_____)
DESIGN-BUILDER'S INITIALS: (_____)

7.4.6 No Effect on Other Rights. The obligations described in this Section 7.4 shall not be construed to limit rights and obligations provided by law or equity which would otherwise exist in favor of a Person indemnified hereunder.

7.4.7 Notification of Third Party Claim. Owner and Design-Builder shall each provide timely notification to the other party of the receipt of any third party claim relating to the Contract.

7.5 Lower Tier Contractors Indemnification Obligations

7.5.1 Design-Builder shall include in its contracts with all lower tier contractors, including but not limited to its Design Consultant, Subconsultants, and Subcontractors, the indemnification obligations set forth in this Agreement and the General Conditions and shall include Owner as an Indemnitee for all such indemnification provisions.

7.6 Survival

7.6.1 The Indemnification obligations in this Article shall survive the expiration or termination of this Agreement.

7.7 Limited Recourse.

7.7.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners,

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work of a Task Order and achieve the Contract Time(s) in accordance with Article 5 of the Agreement, a Task Order, a GMP Amendment, and any Early GMP Amendment.

8.2 Delays to the Work.

8.2.1 Except as set forth in Section 9.6 below, if Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order, but only to the extent that the critical path of the Contract Time has been impacted. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Materials, and Force Majeure Events. Design-Builder shall provide notice and documentation of any delay pursuant to Article 10.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement. The adjustment to the Contract Price shall be limited to the Design-Builder's Delay Rate as set forth in Section 6.4.5.4 of the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price or any Commercial Term; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes. Unless

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

expressly set forth in the Change Order, Change Orders shall include all costs, including but not limited to all incidental and indirect costs and time extensions associated with the Change. Changes Orders will not be allowed unless there is an actual change to the Work.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 Owner may make changes in the Project, including but not limited to adding and/or removing Work from the Project. In such case, Design-Builder shall work with the Owner to adjust the remaining Work to meet as many of Owner's Project changes as reasonably possible within the applicable Commercial Term. At Owner's sole discretion, it may remove Work from the Project rather than increase the applicable Commercial Term to equitably adjust for claims by Design-Builder pursuant to Article 10 or Differing Site Conditions pursuant to Section 4.2.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

.3 The Cost of the Work as well as fees and any other markups set forth in the Agreement;

.4 The increase in the Lump Sum General Conditions as set forth in Section 6.4.5.4 of the Agreement; or

.5 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.4 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

performance of the Work resulting from the change, including the Design-Builder's Fee Percentage (if applicable), as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

9.6 Limitations on Changes to the Contract Time and Contract Price

Notwithstanding anything in Article 9, the risks arising from the following events or circumstances shall be borne exclusively by Design-Builder, shall not be the basis for any relief, changes in the Contract Price, changes in the Contract Time, or otherwise, to Design-Builder:

.1 delays in obtaining or delivery of goods or services from any Subcontractor, unless Subcontractor's reason for delay arises from an event that would otherwise be excusable to Design-Builder under this Contract;

.2 delays of common carriers unless the common carrier's reason for the delay arises from an event that would otherwise be excusable to Design-Builder under this Contract;

.3 general market and economic conditions affecting the availability, supply or cost of labor, equipment and materials, construction equipment and supplies, or commodities;

.4 weather conditions, except conditions that are within the definition of a Force Majeure;

.5 strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions;

.6 the suspension, termination, interruption, denial or failure to obtain or nonrenewal of any permit, license, consent, authorization or approval which is necessary for the performance of the Work due to the fault of the Contractor, or the operation or maintenance of the Work,

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

except for any such matter involving a Owner-Provided Approval;

.7 Material Differences as defined in Section 2.12.1.4 that could have been discovered with reasonable diligence during Phase 1 and were not disclosed by Design-Builder during Phase 1; and

.8 bankruptcy or insolvency of a Subcontractor or inability of a Subcontractor to perform, unless the underlying cause of such inability would otherwise be considered grounds for an Excusable Delay hereunder.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide an initial written notice to the other party of the basis for its claim for relief. The initial written notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, the initial written notice shall be given within a reasonable time, in any case not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such written notice shall be separate from the Design Log or Trend Log maintained by the Design-Builder, unless the parties specifically agree to allow the Design Log or Trend Log to operate as such written notice of claims. The initial written notice shall include a description of the claim for relief requested, a description of the occurrence giving rise to the claim for relief, and a preliminary analysis of the cost and schedule impact of the claim for relief.

10.1.2 The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the following:

.1 The circumstances giving rise to the claim for relief,

.2 The specific contractual adjustment or relief requested;

.3 The basis of the entitlement to the claim for relief;

.4 The cost of the claim for relief, including an itemized description of the Cost of the Work associated with the claim for relief;

.5 The impact of the claim for relief on the Project Schedule, including a proposed revised Project Schedule;

.6 Proposed efforts to mitigate the impacts on the cost and schedule.

10.1.3 The failure to provide timely written notice of any claim for relief shall operate as a waiver of such claim, but only to the extent that the failure to provide timely written notice prejudices the position of the non-claiming party.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation. Good faith mediation is a condition precedent to proceeding with arbitration or other binding dispute resolution procedure. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys'

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTIONS 10.5.2 AND 10.5.3 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The limitations of liability for consequential damages under Section10.5.1 shall not apply to or limit any right of recovery a party may have respecting the following:

.1 Losses (including defense costs) to the extent (i) the loss is covered by the proceeds of insurance required to be carried hereunder or for which Design-Builder was required to provide insurance coverage, or (ii) Design-Builder is deemed to have self-insured the loss pursuant to the Contracts;

.2 Losses in connection with any illegal activities, fraud, recklessness, criminal conduct, intentional misconduct, bad faith, or gross negligence;

.3 Design-Builder's obligations with respect to third party claims under Article 7 or elsewhere in this Contract;

.4 Design-Builder obligation to pay liquidated damages under this Contract; and

.5 Losses arising out of Design-Builder's Release of Hazardous Materials.

Article 11

Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if (i) its cost or time to perform the Work has been materially and adversely impacted by any suspension of stoppage of the Work by Owner, (ii) the Design-Builder is entitled to the adjustment pursuant to the other provisions of the Contract Documents, and (iii) the Design-Builder complies with all provisions of the Contract Documents regarding an adjustment to the Contract Price and/or Contract Time.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If any one of the following events occur, the Owner, in addition to any other rights or remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below:

.1 Design-Builder (i) fails promptly to begin the Work under the Contract Documents, (ii) fails to perform the Work with sufficient resources (supervision, workers, equipment, and material) to assure timely completion of said Work, or (iii) fails to complete any Work by the relevant Scheduled Interim Milestone Dates or Substantial or Final Completion Dates;

.2 Design-Builder fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work;

.3 Design-Builder discontinues the prosecution of the Work (exclusive of work stoppage (i) due to termination of its performance by Owner, or (ii) due to and during the continuance of a Force Majeure event or suspension by Owner);

.4 Design-Builder fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from Owner to do so or (if applicable) after cessation of the event preventing performance;

.5 Design-Builder shall have become insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors;

.6 Insolvency, receivership, reorganization or bankruptcy proceedings shall have been commenced by or against Design-Builder;

.7 Any material representation or warranty made by Design-Builder in the Contract Documents or any certificate, schedule, instrument or other document delivered by Design-Builder pursuant to the Contract Documents shall have been false or materially misleading when made;

.8 Design-Builder materially breaches any agreement, representation or warranty contained in the Contract Documents;

.9 Design-Builder assigned or transferred the Contract Documents or any right or interest herein, except as expressly permitted under Section 13.2.1; or

.10 Design-Builder fails to discharge or obtain a stay of any final judgment(s) or order for the payment of money against it in excess of $100,000 in the aggregate arising out of the prosecution of the Work (provided that for purposes hereof posting of a bond in the amount of 125% of such judgment or order shall be deemed an effective stay);

.11 Design-Builder failed, absent a valid dispute, to make payment when due for labor, equipment or materials in accordance with its agreements with Subcontractors and applicable law, or failed reasonably to comply with the instructions of Owner consistent with the Contract Documents;

.12 Design-Builder violates any Legal Requirements in performance of the Work; or

.13 Design-Builder fails to provide and maintain the Performance and Payment Bonds and insurance as required hereunder.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder and the Surety shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement or any portion thereof. In such event, Owner shall pay Design-Builder for the following:

.1 All Work executed and for proven loss, cost or expense in connection with the Work;

.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

.3 The amount set forth in Article 8 of the Agreement.

11.6.2 Notwithstanding anything to the contrary contained herein, if a termination occurs prior to execution of the applicable GMP Amendment, the amount payable to Design-Builder, inclusive of all payments previously made to Design-Builder and costs of demobilization, shall in no event exceed the applicable Not To Exceed Amount.

11.6.3 Under no circumstances is Design-Builder entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Section 11.6 or Agreement Section 8. The payment to Design-Builder determined in accordance with this Section 11.6 and Agreement Section 8 constitutes Design-Builder's sole and exclusive remedy for a termination under this Section 11.6 and Agreement Section 8.

11.6.4 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

11.6.5 After receipt of a Notice of Termination for Convenience, and except as directed by Owner, Design-Builder shall immediately proceed as follows, regardless of any delay in determining or adjusting any amounts due under this Section 11.6.:

.1 Stop Work as specified in the notice;

.2 Place no further Subcontracts or orders for materials, services or facilities relating to the Work terminated, except as necessary for mitigation of damages;

.3 Unless instructed otherwise by Owner, terminate all Subcontracts to the extent they relate to the Work terminated;

.4 Assign to Owner in the manner, at the times, and to the extent directed by Owner, all of the right, title, and interest of Design-Builder under the Subcontracts so terminated, in which case Owner will have the right, in its sole discretion, to accept performance, settle or pay any or all claims arising out of the termination of each such Subcontract;

.5 Settle outstanding liabilities and claims arising out of such termination of Subcontracts, with, to the extent required by Owner, the approval or ratification of Owner, which approval or ratification shall be final;

.6 Transfer title to and deliver to Owner, as directed by Owner, (i) the Work in process, completed Work, supplies and other material produced or acquired for the Work terminated, and (ii) the Construction Documents and all other completed or partially completed drawings (including plans, elevations, sections, details and diagrams), specifications, records, samples, information and other property which would have been required to be furnished to Owner if the Work had been completed, and (iii) all intellectual property (including documentation, disclosures and drafts), licenses and Data;

.7 Complete performance in accordance with the Contract Documents of all Work not terminated;

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

.**8** Take all action which may be necessary, or Owner may direct, for the protection and preservation of the property related to the Contract Documents which is in the possession of Design-Builder and in which Owner has or may acquire an interest;

.9 As authorized by Owner, use its best efforts to sell at reasonable prices any property of the types referred to in Section 11.6.5.6; provided, however, Design-Builder (i) is not required to extend credit to any purchaser, and (ii) may acquire such property under the conditions prescribed and at prices approved by Owner. Design-Builder shall apply the proceeds of any such sale or disposition to reduce any amounts owed by Owner under the Contract Documents, or if no amount is owing, Design-Builder shall apply such proceeds as directed by Owner; and

.10 Upon receipt of request from Owner, submit to Owner a list of termination inventory not previously disposed of and excluding items authorized for disposition by Owner. Within 45 days of Owner's receipt of the list, Design-Builder shall deliver such inventory to Owner and Owner will accept title to such inventory as appropriate.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain.

13.1.2 A party receiving Confidential Information agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Washington, without giving effect to its conflict of law principles. The venue of any proceeding for the litigation and/or resolution of any dispute under the Contract Documents shall be the Benton County.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Any notice, demand, consent or other communication made pursuant to this Contract shall be in writing and shall be (a) delivered personally to the party to whom the same is directed, or (b) sent by facsimile, recognized courier service (e.g. Federal Express) or registered or certified mail, return receipt requested, postage prepaid; or (c) sent by electronic mail and in each case, addressed as follows:

If to Owner:
Robert Blain, Director
Operations & Capital Programs
BENTON COUNTY
7122 W. Okanogan Place
Kennewick, WA 99336

With copy to:

If to Design-Builder:

Brandon Potts, Vice President
BOUTEN CONSTRUCTION COMPANY
P.O. Box 3507
627 N. Napa Street
Spokane, WA 99220-3507

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

With copy to:

_____
_____
_____
_____

Notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Survival.

13.10.1 The dispute resolution provisions contained in Section 10, and all other provisions which by their inherent character should survive termination of the Contract and/or Final Acceptance, shall survive the termination of the Contract and the date on which Final Acceptance occurs.

13.11 No Estoppel.

13.11.1 Owner shall not, nor shall any officer thereof, be precluded or estopped by any return or certificate made or given by any Owner representative or other officer, agent, or employee of Owner under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such return or certificate showing the true and correct amount and character of the work done, and materials furnished by Design-Builder or any Person under the Contract or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Contract Documents; and Owner shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from Design-Builder such damages as it may sustain by reason of Design-Builder's failure to comply with the Contract Documents.

13.12 Further Assurances.

Design-Builder shall promptly execute and deliver to Owner all such instruments and other documents and assurances as are reasonably requested by Owner to further evidence the obligations of Design-Builder hereunder, including assurances regarding assignments of Subcontracts contained herein.

13.13 Turn Over of Designs and Drawings

13.13.1 Upon final acceptance or termination of this Contract, the Owner shall be entitled to, and the Design-Builder shall turn over to the Owner, all such designs, drawings, tracings and the like prepared pursuant to this Contract, except for record copies, which the Design-Builder may use for its internal reference purposes subject to the nondisclosure provisions of this Contract, which shall survive the completion or termination hereof.

13.14 Limitation on Third Party Beneficiaries.

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

13.14.1 Except as expressly provided in this Contract (such as warranty and indemnity provisions), it is not intended by any of the provisions of this Contract to create any other third party beneficiary under this Contract or to authorize anyone not a Party to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. Except as otherwise provided in this Section 13.13, the duties, obligations and responsibilities of the Parties pursuant to this Contract with respect to third parties shall remain as imposed by law.

13.15 Independent Contractor

13.15.1 Design-Builder is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with Owner other than that of project owner and independent contractor. In no event shall the relationship between Owner and Design-Builder be construed as creating any relationship whatsoever between Owner and Design-Builder's employees. Neither Design-Builder nor any of its employees is or shall be deemed to be an employee of Owner. Except as otherwise specified in the Contract Documents, Design-Builder has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractor and for all other Persons that Design-Builder or any Subcontractor hires to perform or assist in performing the Work.

13.16 Entire Agreement.

13.16.1 The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

BMP:djj
J:\Active Jobs Estimates\K-945\00 Prime Contract\Exhibits and LOE and Task Order\535-General Conditions.docx

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

The license for use of this document expires 1 year from the date of purchase.
To renew your license, visit store.dbia.org.

Questions? We're here to help.

Contact us

Design-Build Institute of America
1001 Pennsylvania Ave. NW, Suite 410
Washington, DC 20004

(202) 682-0110
dbia@dbia.org

© 2022 Design-Build Institute of America edits © 2023Thaxton Parkinson PLLC

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT A
OWNER'S REQUIREMENTS
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

TTACHMENT A
JECT EXPECTATIONS

1. INTRODUCTION

Benton County (hereinafter "County") is seeking to work collaboratively with the selected Design-Builder to achieve the most cost effective, creative, operationally efficient and programmatically-balanced project possible. The goal is to construct the two projects included as the Three Rivers Behavioral Health ecovery Center (TRBHRC) project, within, or below, the $20.6 million GMP budget and maximize the development and future expansion of both sites.

2. FUNDING/AUTHORITY

This procurement is being conducted pursuant to RCW 39.10.330 after approval from the Capital Projects Advisory Review Board Project Review Committee, obtained on March 24th, 2023. PROJECT has been approved by the Board of County Commissioners.

3. NEW THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

The proposed project is to create a comprehensive behavioral health facility to provide medical withdrawal management (i.e. detoxification) services and inpatient residential treatment for Substance Use Disorder for persons both with and without co-occurring mental health issues.

- The facility will operate on a "No Wrong Door" model providing 24 hour a day, 365 day a year services offered as an alternative to arrest and incarceration in the County jail or persons being brought to hospital emergency rooms.
- The desired number of beds in this facility is set at 50 for the initial construction, but the final number will be determined in the site feasibility study and final design drawings. The building will be designed to allow for future expansion so the facility can grow along with the community.
- provide a "10 minute drop off", that is, persons in crisis can be brought by law enforcement to the facility and be admitted for care within 10 minutes.
- provide on demand assessment services along with medical withdrawal management services at the 3.7 (secure) and 3.2 (non-secure) levels based on the American Society of Addiction Medicine guidelines.

The "Recovery Center" consists of four major components.

- A 23-hour observation unit will serve as a point of entry for persons experiencing mental health or substance use crisis. The unit will accept both voluntary and involuntary persons and provide short term stabilization and routing to other services as needed.
- A Crisis Stabilization Unit (CSU) acts as the next level of care for persons in crisis requiring treatment longer than 23 hours.
- Additionally, a Secure Withdrawal Management Services Unit complements the CSU specifically for persons actively under the influence.
- The final component of the facility is a Residential Inpatient Substance Use Treatment facility. This provides longer term (28 day), voluntary, treatment for persons suffering from substance use disorder.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

4. SCOPE AND SITE DEVELOPMENT

The project at located at 10 E. Bruneau Avenue. Kennewick, WA is selective renovation of portions of the existing structure to repurpose a 20,000 square foot warehouse into a two story, 40,000 square foot crisis stabilization facility. Site work includes all utilities, parking lot, landscaping, lighting, and access.

The Bruneau project site was found to have site contamination which has been remediated. A satisfaction letter from the Department of Ecology has been attached to the RFQ. The building is currently being evaluated for hazardous material and the owner expects to receive a Level 1 report before issuance of the RFP.

The project located at 900 S. Auburn Street, Kennewick, WA will include the build out of a residential treatment facility at the Auburn property using the second floor of the northern portion of the building at a minimum. Might include some renovation of the parking lot and entrance if budget allows.

5. MAINTAIN PARKING AND BUILDING ACCESS

Both sites are currently unoccupied. However, during the project, adjacent properties and the Auburn property may become occupied. It is critical to maintain adjacent property owner's driveways and parking lots with minimal disruption and direct, unhindered, access to all adjacent buildings during the course of the construction associated work. The Design-Builder is responsible for working with the County and neighboring properties to phase and manage site improvements to maintain access.

6. EXISTING INFORMATION

The Auburn Property is located near the downtown area of Kennewick, north of 10th Avenue and west of Auburn Street. The main building, consisting of the original Kennewick General Hospital building, built in 1952, with multiple renovations and additions over the years. This structure is two stories tall with a partial basement under the original core building. The three-story addition to this building is referred to as the Spaulding Building and consists of three above ground floors attached to the Hospital in the southwest corner of said building.

The total area for the buildings is approximately 193,980 square feet. The Hospital consists of many phases as it was added to and renovated over its 70+ year life thus far. The initial construction was cast in place concrete with subsequent construction comprised of fire-retardant coated steel structure and concrete floor deck construction. Interior partition walls consist of combinations of steel studs with gypsum wallboard and concrete. The roof finish depends on the year of the addition/renovation. Though the roof is primarily low-sloped, it is a combination of modified bitumen membrane covered in stone ballast and 60-mil single ply TPO membrane.

The Bruneau Property was built in approximately 1974and was used as a Food Processing Facility then converted to cold storage. The large single story CMU building was equipped with an industrial sized HVAC system to maintain refrigerant level temperatures. This facility allowed previous occupants to process fruits into juice and store their goods in a temperature regulated facility.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

7. GEOTECHNICAL DATA

The County will procure a Geotechnical evaluation for the project after selection of the Design-Builder.

8. SUSTAINABILITY

In addition to other requirements, provide design and construction that minimizes adverse effects on the exterior environment, enhances the quality of the indoor environment and minimizes consumption of energy, water, construction materials, and other resources. Grant funding is requiring the project meet LEED Silver certification.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Exhibit B1 – Insurance Requirement

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT B1
INSURANCE REQUIREMENTS
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

Insurance Exhibit

1.1 Insurance Types and Limits.

1.1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition):

(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required *Per Claim/Occurrence*	Minimum Limits Required *Aggregate Policy Limits*	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	All deductibles shall be commercially reasonable and acceptable to the Owner
2. Employer's Liability (Bodily Injury by Accident)	$1,000,000	$1,000,000	See above
3. Commercial General Liability	$10,000,000	$10,000,000	See above
4. Contractor's Protective Liability (if applicable)	$1,000,000	$1,000,000	See above
5. Commercial Automobile Liability	$2,000,000	$2,000,000	See above
6. Professional Errors and Omissions pursuant to Section 1.3 (A) and 1.3 (B) below (per claim/aggregate) providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible	$3,000,000	$3,000,000	See above
7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)	$1,000,000	$1,000,000	See above
8. Umbrella Excess Liability Insurance	$3,000,000	$3,000,000	See above
Builder's Risk	Full amount of contract		$50,000

1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 PROFESSIONAL LIABILITY INSURANCE.

1.1.3(A) Professional Liability Insurance To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design Consultant. ***[Note: Even if this coverage part is selected, the Design-Builder should consider obtaining its own professional liability coverage.]***

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

☑ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal.

1.1.3(A).1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.3(A).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(A).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.3(A).4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.3(A).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to ensure that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(A).6 Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees, and (if commercially available) Owner and its officers, directors and employees.

1.1.3(B) Professional Liability Insurance To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design-Builder.

☑ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design-Builder's practice policy.

1.1.3(B).1 The Design-Builder's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the Design-Builder's valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a Design-Builder's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

1.1.3(B).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(B).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.

1.1.3(B).4 The policy must provide coverage for damages resulting from delays, including delays in project completion, and cost overruns that result from the rendering or failure to render professional services.

1.1.3(B).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to ensure that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.3(B).6 Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

1.1.4 Any coverage required to be maintained after Final Payment shall be identified below. *(List here any coverages required to be maintained after Final Payment is made)*

General Liability, including completed operations coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

2.1.1.1 Acceptable professional liability exclusions to the Design-Builder's commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

2.1.2 General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2.1.5 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.5.

2.1.5.1 The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

2.1.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations.

2.1.6 Industrial Insurance Waiver

2.1.6.1 Title 51 Waiver of Immunity with respect to the performance of this CONTRACT and as to claims against COUNTY, its officers, agents and employees, CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this CONTRACT extend to any claim brought by or on behalf of any employee of CONTRACTOR. This waiver is mutually negotiated by the parties to this CONTRACT.

3.1 Additional Insureds

3.1.1 Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. No person shall be named as an additional insured on any professional liability policy. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below: *(List here any other policies for which the Owner will be an additional insured, as well as other entities who are to be named an additional insured.)*

3.1.2 Each of the policies designated in section 3.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under Worker's Compensation/Employer's Liability policies.

3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.1 Terms and Effective Dates.

4.1.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.2 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.1.4 RESERVED

4.1.5 All Claims-Made Policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

4.1.6 List here any coverage required to be maintained after Final Payment:

General Liability, including completed operations coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

© 2010 Design-Build Institute of America

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Exhibit B2 – Public Works Payment Bond

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

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

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Exhibit B3 – Public Works Performance Bond

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

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

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Exhibit C – Phase 1 & 2 Scope of Work

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

PART 1 APPLICABLE TO ALL PHASES

1.01 INTEGRATED DELIVERY

A. Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

B. The Parties wish to fully embrace the principles of collaboration and integrated delivery in the performance of the Work of this Project. Integrated delivery emphasizes a cooperative approach to problem solving involving all key parties to the Project: The Owner, Design-Builder, Designer and principal Subcontractors (electrical, mechanical and others as the Design-Builder and the Owner jointly agree are appropriate). Toward that end, the Parties agree to employ the following techniques to maximize efficiency and minimize waste:

1. Create a culture of open and honest communication throughout the course of the Project;
2. Resolve disputes at the lowest possible level;
3. Integrate the design and construction team (including key specialty contractors and trade partners) as early as possible into the design process;
4. Utilize lean construction methods efficiently and effectively;
5. Utilize Building Information Modeling efficiently and effectively;
6. Establish a collaborative environment where all parties have the opportunity to contribute their best efforts for the benefit of the Project as a whole rather than to the benefit of individual parties;
7. Develop the Project consistent with the Project Goals; and
8. Establish business terms that allow for equitable shared risk and reward for the parties who are members of the Design-Build Team.

1.02 PROJECT GOALS

The Owner has established the following Project Goals.

- Create a comprehensive behavioral health facility to provide medical withdrawal management (i.e. detoxification) services and inpatient residential treatment for Substance Use Disorder for persons both with and without co-occurring mental health issues. The facility will provide on demand assessment services along with medical withdrawal management services at the 3.7 (secure) and 3.2 (non-secure) levels based on the American Society of Addiction Medicine guidelines.
- Create facilities that provide a “Healing Environment” with consideration for things like natural lighting (windows in every room), bringing natural elements inside, exterior healing spaces, proper separation both visually and acoustically to ensure privacy and tranquility.
- Ensure Safety and Security with separation of youth and adults, providing 24 hour a day, 365 day a year services with easy check in and drop off for law enforcement and emergency medical services. Provide a safe and secure outdoor space at both facilities.
- Provide Flexibility and Future Expansion for the facilities. The program is not set, and part of the scope will be to assist in master planning for the two sites

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

to determine placement and what can be done now and how to expand and add program in the future.

- Provide facility that is durable and reasonable to maintain and has consistent systems with other Benton County facilities including management of the HVAC system using Metasys software.

PART 2 PHASE 1 SCOPE OF SERVICES

2.01 SUMMARY OF WORK

A. This Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 1 including Validation of each Task Order

B. Design Builder shall review, analyze, and validate the Owner Provided Information, the Owner's Project Criteria, the Owner's Budget, and the Task Order Schedule.

C. Design Builder shall conduct such site investigations, environmental assessments, review of regulatory and legal authority and restrictions, and all other actions and review and assess other information as reasonably necessary to verify and validate the Owner Provided Information unless the information is deemed Owner Reliable Information per the listing below:

1. Bruneau – Record Survey
2. Bruneau – Hazardous Materials Survey – NVL
3. Bruneau – Asbestos Roof Survey
4. Auburn – Exhibit C - Deed Restrictions
5. Auburn – Record Survey
6. Auburn Hazardous Materials Survey - PBS
7. Auburn – Fire Safety Plan (Building Layout Reference Only)
8. Kennewick Hospital District Feasibility Study

D. Design Builder shall review, analyze and validate the concepts for the Task Order Scope as shown in the Owner's Project Criteria. In addition, Design Builder shall work collaboratively with the Owner and the Stakeholders to examine whether new concepts will better maximize the Owner's Project Goals, and if approved by the Owner, further develop such new concepts and incorporate them into the Task Order Project.

E. Design-Builder will study the suitability of sustainability objectives for each Task Order and provide Owner with options to incorporate sustainability measures into the Task Order. The Project must achieve a minimum sustainability goal of LEED Silver pending confirmation during Validation.

F. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to obtain input regarding the Task Order design and functionality, as well as other major elements of the Task Order Scope and to develop the Basis of Design Documents.

G. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to progress the design to a sufficient state to develop the Basis of Design Documents, the Guaranteed Maximum Price, and the Task Order Schedule. The timing of the GMP Proposal and the percentage complete of the

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

designs and specifications will be jointly determined by the Owner and the Design-Builder.

H. With the Validation Period Report, Design-Builder shall provide the Submittals as set forth in Section 3.01.C herein and the parties shall negotiate and collaboratively establish a Target Price, Target Budget and Initial Project Scope.

I. At the time set forth in the Validation Period Report, Design Builder shall prepare a GMP Proposal, including Phase 2 Submittals as set forth in Section 3.01.E herein.

J. The grants require a construction review. If the architectural drawings or plans are complete, the awardee does not need to go through the Technical Assistance Review but must consult with Department of Health (DOH) for Construction Review. The DOH Construction Review must start before beginning construction. Awardee must comply with this review. For more information go to WA State Department of Health Construction Review Services.

2.02 VALIDATION PERIOD.

A. Immediately following Notice to Proceed (NTP) the Owner and the Design Builder will participate in teaming or partnering workshops lead by the Owner's Representatives. The purpose of the workshops will be to establish project communications, daily and weekly roles and responsibilities, file structures, meeting cadence, forms and templates, and similar project team logistics that will be used throughout the Project.

B. Upon request from the Owner, the Design Builder will provide, and Owner will review and approve a Master Project Work Plan in a format acceptable to the Owner as set forth below.

C. Within the time period set forth in Section 5.2.1 of the Agreement and consistent with the Design Builders accepted Proposal, Design Builder shall perform such assessments, reviews and investigations of the Owner Provided Information, as determined by Design Builder to be reasonably necessary to validate the Owner Provided Information, the Commercial Terms and the Owner's Project Criteria for each Task Order. Additional reviews, assessments and investigations of Owner Provided Information shall include, if reasonably necessary, the following:

1. Verification that any drawings or specifications provided by Owner, including but not limited to the As-Built drawings and other architectural and engineering drawings, plans and specifications are correct unless such information is deemed Owner Reliable Information.
2. Constructability, including but not limited to proposed methods of construction, of the proposed structures in the Owner's Project Criteria,
3. Verification of the architectural, engineering, and other assumptions and calculations in any Owner Provided Information,
4. Verification of structural elements in regard to proposed addition of a second floor at the Bruneau Avenue Facility. Report to be submitted at 50% of the Validation Phase.
5. Examination and verification of actual site conditions as set forth below,
6. Verification of any surveys,

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

7. Review and assessment of all applicable Legal Requirements on the Project,

8. Verification and validation of assumptions regarding the establishment of the Commercial Terms, including but not limited to the Owner's Budget, the Task Order Schedule, and the Owner's Project Criteria.

9. Subcontracting and Diverse Business Inclusion Plan

D. Design Builder shall perform site investigations as necessary for Design Builder to verify the Owner Provided Information and to validate the Commercial Terms and the Owner Project Criteria. Design Builder shall visit the Site and examine thoroughly and understand the nature and extent of the Work, site, locality, actual conditions, underground facilities, all physical conditions at or contiguous to the Site, and all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, time, progress, performance or furnishing of the Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto. Such additional investigations shall be conducted to sufficiently identify or characterize utility locations, site conditions, contaminated materials, and observable or concealed conditions in the existing facilities, All reports or analyses generated by Design Builder's testing, inspections, and investigations, including but not limited to geotechnical evaluations and hazardous materials studies, shall be provided to the Owner promptly, within seven (7) business days, after such reports are analyzed and generated, and as attachments to the Validation Report.

E. At the time set forth in the Validation Period Schedule, the Design-Builder will provide to Owner a Validation Period Report with the deliverables set forth in Section 3.01.C. The Validation Report shall include the Initial Project Scope, which will outline the Design Builder's recommendation as to the validity and feasibility of delivering the project on the selected site, within the Owners anticipated time and budget.

F. With the Validation Period Report, Design-Builder will be deemed to have reviewed and verified all Owner Provided Reliable Information and Commercial Terms for the applicable Task Order; therefore, Design-Builder cannot rely on any Owner Provided Information or the Owner's Project Criteria for the purposes of performing the Work, unless specifically noted in the Task Order Authorization Form as 'Owner Reliable Information'. Further, Design Builder shall be responsible for ensuring that its design documents and construction work accurately conforms to, and interfaces with, the existing conditions and shall not request a change or claim for unforeseen or concealed conditions except as provided under the provisions of the contract. The team will determine how contingency for unforeseen conditions is used on or before establishing the GMP.

G. The Owner will review the Validation Report and indicate in writing the acceptance and/or concurrence with any recommendations, modifications, conclusions, assumptions, inclusions, and exclusions or similar which will be the agreement of the Project Program. The Owner reserves the right to negotiate the conclusions of the Validation Report to establish an acceptable Project Program and Initial Project Scope.

2.03 DEVELOPMENT OF BASIS OF DESIGN DOCUMENTS

A. Design Builder shall manage the design and estimating process in a transparent collaborative, efficient, and coordinated manner and conduct design workshops as required by the Contract Documents. The Basis of

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Design Documents will establish the scope of the Work and provide the basis for the GMP for each Task Order. The Basis of Design Documents must be consistent with the Owner's Project Criteria as modified by the Initial Project Scope, unless the Owner has consented to modify its requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.

B. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

C. The Owner will review and comment on the Design Submittals in a timely fashion as agreed by the parties during the partnering sessions in Section 2.02.A.

D. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. and keep a comment log and clearly indicate how Owner's comments were resolved.

E. By submitting Design Submittals, Design Builder represents to the Owner that the Design Submittals may be designed and constructed for the then current Commercial Terms. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term; however, with any such Design Submittals, Design Builder must provide notice pursuant to Section 10 of the General Conditions.

2.04 DEVELOPMENT OF PROJECT COST AND GMP

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. Throughout the Project, Design Builder will update estimates and forecasts and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an open and transparent basis. The project controls system used by the Design Builder shall be acceptable to the Owner and will be capable of being broken down and reported in a number of different work breakdown structures, including but not limited to organizing the financial data by cost element codes, subcontracts, vendors, Construction Document packages, etc.

C. The Design Builder will coordinate the development of the project cost and GMP with the development of the Basis of Design Documents as well as the Project Schedule so that the Owner may obtain an accurate GMP within the Target Budget and Target Schedule.

2.05 DEVELOPMENT OF PROJECT SCHEDULE

A. The forecasting and development of each Task Order Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its campus.

B. Design Builder shall provide the Owner with frequent updates to the Task Order Schedule in a format acceptable to the Owner.

PART 3 PHASE 1 SUBMITTALS

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

3.01 SUBMITTALS

A. Submittals After Validation Notice to Proceed

1. Unless otherwise agreed, Design Builder shall provide the following Submittals within 10 business days after the Kickoff Meeting, unless otherwise noted in Phase 1 Schedule.
    a. Schedule Development Plan pursuant to Section 3.02.A
    b. Phase 1 Schedule including the Validation Phase pursuant to Section 3.02.B.
    c. BIM Protocol pursuant to Section 3.03.A, If deemed applicable by both Owner and Design Builder during Validation.
    d. Proposed Work Groups pursuant to Section 3.04.D.
    e. Design Development Plan Section 3.04.A
    f. GMP Development Plan pursuant to Section 3.05.A

B. Periodic submittals During Phase 1: Design Builder shall provide the following submittals throughout Phase 1.

1. On a monthly basis and with each Application for Payment:
    a. Updates to the Phase 1 Schedule, and Project Schedule pursuant to Section 3.02.B.
    b. Updated Schedule of Values pursuant to Section 3.05.B.
2. Pursuant to the Design Submittal Schedule established by the parties:
    a. Updated Design Submittals pursuant to Section 3.04.
    b. Updated project budget information pursuant to Section 3.05.
3. Milestone Design Deliverables pursuant to Section 3.04.G.

C. Submittals in the Validation Period Report:

1. Design-Builder shall provide the following Submittals in the Validation Report, unless otherwise approved. Phase 1 Schedule.
    a. Phase 1 Not to Exceed Amount with Phase 1 Schedule of Values pursuant to Section 3.05.B
    b. Phase 1 Scope of Work pursuant to Section 3.04.C.
    c. Target Schedule pursuant to Section 3.02C.
    d. Target Budget for Phase 2 pursuant to Section 3.05.D.
    e. Preliminary Schedule of Values for Phase 2 pursuant to Section 3.05.B.
    f. Proposed Work Breakdown Structure pursuant to Section 3.05.C.
    g. Initial Project Scope pursuant to Section 3.04.B
    h. Design Submittal Packages and Design Submittal Schedule pursuant to Section 3.04.E.
    i. BIM Execution Plan pursuant to Section 3.03.B. If deemed applicable by both Owner and Design Builder during Validation.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

j. Proposed Project Safety and Job Hazard Analysis for Phase 2 pursuant to Section 3.07.A.

k. Updated Subcontract and Inclusion Plan pursuant to Section 3.06.A.

l. Contract Amendment Level of Effort and Scope of Work pursuant to Section 3.08.B.A

m. Quality Management Plan pursuant to Section 3.11.A and Design Quality Management Plan pursuant to Section 3.11.C.

n. List of additional submittals (if any) required for the GMP Proposal

o. Owner will review the Submittals and provide approval.

D. Early GMP Proposals: If the parties agree to the submission of Early GMPs, Early GMP Proposals shall be submitted based on the Phase 1 Schedule agreed by the Parties. The content of Early GMP Proposals will be determined pursuant to Section 6.6 of the Agreement.

E. Phase 2 Proposal: At the time set forth in the Phase 1 Schedule, Design Builder shall provide a Phase 2 Proposal that includes the following Submittals.

1. Schedule of Values depicting the Proposed GMP pursuant to Section 3.05.B.
2. Basis of Design Documents including drawings and specifications pursuant to Section 3.04.F.
3. Target Phase 2 Detailed CPM Construction Schedule pursuant to Section 3.02.D.
4. Project Safety and Job Site Hazard Analysis pursuant to Section 3.07.B.
5. Project Phasing/Staging Analysis pursuant to Section 3.08.B.
6. Construction Quality Management Plan pursuant to Section 3.11.D.
7. Transition to Close-Out Plan pursuant to Section 3.12.
8. Differing Site Conditions Report pursuant to Section 3.13.
9. Any other Submittals determined by the Parties with the Validation Report.

F. Contract Amendment Proposal. With each Contract Amendment Scope, unless otherwise requested, Design-Builder shall submit a Contract Amendment Proposal that includes the following Submittals:

1. Contract Amendment Scope and Level of Effort
2. Contract Amendment Schedule
3. Contract Amendment Price
4. Updated Project Schedule indicating any impacts
5. Updated Project Cost or GMP

3.02 SCHEDULES

A. Schedule Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a Schedule Development Plan for review and approval by Owner.

1. The Schedule Development Plan will show the following:

a. The Key Team Member and other personnel responsible for developing and updating the Project Schedule;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

b. The process for collaboratively developing the Project Schedule, including all phases of the Schedule;

c. The process for developing and communicating updates to the Project Schedule;

d. The Design-Builder's plan for mitigating schedule delays and impacts;

e. The tools and systems that the Design-Builder will use to develop and update the Project Schedule;

B. Phase 1 Schedule. By the date set forth in Section 3.01.A herein, Design Builder shall provide a Phase 1 Schedule.

1. Phase 1 Schedule shall show the activities of the Owner and Design Builder necessary to meet Phase 1 requirements. .

2. Phase 1 Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.

3. If an update to Phase 1 Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner within five (5) business days.

C. Target Schedule. Pursuant to Section 3.01.C, Design Builder shall submit a Proposed Target Schedule that reflects Design Builder's sequence of design, procurement and construction activities including the interrelationships of the Demolition and Construction Packages.

1. The Proposed Target Schedule shall show the activities of the Owner and Design Builder necessary to meet the Project completion requirements.

2. The Proposed Target Schedule shall be updated periodically monthly with the level of detail for each schedule update reflecting the information then available.

a. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.
b. Design Builder shall also provide updates during the development of the Basis of Design Documents.

3. Design Builder shall meet with the Owner to review the Proposed Target Schedule and the parties shall collaboratively develop a final Target Schedule. In the event that the Owner has any comments relative to the Proposed Target Schedule or Target Schedule Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Preliminary Schedule, its basis, or both. The parties will work collaboratively to make adjustments in the Basis of Design Document, the Project Schedule, or Target Budget to fit within the Owner's objectives.

4. The Target Schedule will be used as a basis for scheduling the Project throughout Phase 1.

5. If an update to the Target Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

plan and recovery schedule to the Owner pursuant to the Contract Documents.

D. With a Contract Amendment Proposal, unless otherwise directed, Design Builder shall provide a Project Schedule that will incorporate the Target Schedule developed collaboratively during Phase 1 along with any updates to the schedule.

E. All schedules will be developed using pull planning or other approved approach. After the schedules are developed, Design-Builder will deliver the schedule in the format of a Critical Path Method (CPM) schedule as set forth below.

F. Critical Path Method (CPM) schedule

1. The CPM Schedule will contain the following
    a. All tasks required to complete the scope of work for the project.
    b. Durations for all tasks in the project schedule.
    c. Logical ties and sequence of work for every task in the schedule.
2. Project Schedule shall be detailed and organized according to the approved WBS. The project schedule will include all activities and relationships identified in the Design-Builder's Scope of Work Narrative. Each major area of work within Design-Builder's scope shall be represented by activities in the schedule.
3. The detailed schedule shall reflect, at a minimum, design, engineering, procurement, construction, fabrication, and delivery activities for each design package and each piece of procured equipment, key drawing release dates by discipline, and logic and interrelationships between activities so that a logical progression of the work is depicted. Project Milestones shall also be included in schedule.
4. Design-Builder and subcontractors shall meet with the Owner to review and approve the detailed CPM baseline Project Schedule.
5. Once the detailed project schedule has been approved by the Owner, Design-Builder will establish a baseline schedule. Thereafter Design-Builder shall advise the Owner of any proposed Critical Path Schedule changes and promptly provide the Owner with any revisions thereto and recovery plans as required to meet the contractual dates.
6. Schedule Validity and Content
    a. Prepare schedules in MS Project.
    b. Contain Work Breakdown Structure coding matching deliverables and work packages.
    c. Schedule will reflect all deliverables and tasks mention in the Scope of Work narrative.
    d. Schedules shall be coded for grouping by procurement, construction, and closeout/commissioning at a minimum.
    e. Schedules shall be provided in electronic MS Project format on a monthly basis unless otherwise agreed by the parties.
    f. Complete sequence of design, engineering, procurement, and construction by activity.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

g. Schedules will be reported and calculated using retained logic. No progress override.

h. No open ends with the exception of one predecessor open end for starting the project and one successor open end for completing the project.

i. No out-of-sequence logic.

j. Critical path for Design-Builder's schedule activities.

3.03 BIM MODEL AND EXECUTION PLAN

If the parties agree to utilize Building Information Modeling, Design-Builder will provide the following subject to confirmation during Validation:

A. BIM Protocol

1. Design Builder shall develop and submit an appropriate technology protocol for BIM and digital information modeling. The protocol shall define the ownership, access and responsibility with respect to project information, in particular with respect to shared BIM. On a more detailed level the protocol shall develop standards for data interfaces, layering and other criteria to be developed during the validation Phase.

2. Design Builder shall provide the BIM Protocol by the date set forth in Section 3.01.A.

B. With the Validation Period Report for each Task Order, Design Builder shall submit for the Owner's review and approval a BIM Execution Plan which shall meet the objectives and requirements set forth in the Owner's Project Criteria and is anticipated to include the following elements:

1. BIM System Requirements and relevant requirements (eg, Autodesk 360, REVIT, etc.)

2. BIM Manager

3. Communication and markup processes

4. Turnover requirements at the end of the project

C. The BIM Execution Plan will provide for BIM Reviews where Design Builder will present the BIM model for review. BIM Reviews will occur at the frequency agreed by the parties during the design period and as necessary during Construction. The BIM review will generally consist of a walkthrough of the 3D model showing all systems both individually and integrated, and an identification of any clashes among disciplines. Design Builder will be responsible for administering this process and resolving any clashes in a timely fashion.

D. Design Builder shall meet with the Owner to review the proposed BIM Model and BIM Execution Plan.

1. In the event that the Owner has any comments relative to the proposed BIM Model and BIM Execution Plan or finds any inconsistencies from the Owner's Project Criteria or inaccuracies in the proposed BIM Model and BIM Execution Plan, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed BIM Model and BIM Execution Plan.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2. The parties will work collaboratively to make adjustments in the proposed BIM Model and BIM Execution Plan, or any Commercial Term to fit within the Owner's objectives.

E. The intended use of BIM for the Project shall accomplish the following objectives:

1. For illustrations and presentation to the Owner and Stakeholders of the intended design

2. For coordination between disciplines and trades (clash detection) during design and construction

F. Use of BIM for Design and Construction:

1. BIM shall be an integral part of project delivery and shall enable all stakeholders to see the project clearly as it develops. BIM shall support the use of SD models to iron out sequencing and cost issues where appropriate during construction and allow pull- driven fabrication and just-in-time delivery of information, materials, parts, assemblies and required equipment and resources. Design Builder shall appoint a Modeling Coordinator who will coordinate the use and protocol of BIM with the Owner's BIM Consultant.

G. Use of BIM for Facility Management and Maintenance:

1. If requested by the Owner, Design Builder and Owner shall establish the initial requirements for the use of the model for Facility Management Monitoring and Maintenance, and additionally, Design Builder shall investigate and perform assessment of software programs to meet these requirements. During the preparation of Construction Documents, Design Builder shall meet with the Owner's operations and maintenance staff and discuss specific requirements that shall be built into the BIM model. It is the intent that any implementation of additions to the BIM design model for Building Monitoring Management and Maintenance will be included as part of future task authorizations.

3.04 DESIGN SUBMITTALS AND SPECIFICATIONS

A. Design Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a Design Development Plan for review and approval by Owner that expands on the preliminary Design Development Plan submitted with Design-Builder's Management Proposal.

1. The Design Development Plan will show the following:

a. Organizational structure of the Design Team, including identification of Key Team Members and how the Design Team will integrate with Owner;

b. A description of the process by which the Design-Builder will develop a design collaboratively with the Owner and the Owner's Advisor. In addition to an explanation of the process, include the following information:

(1) Describe the process of conducting a robust validation process that will significantly reduce the risks on the Project and incorporate relevant information as soon as practicable into the completion of the design;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

(2) Describe the process of identifying and evaluating design alternatives and selecting the preferred alternative that considers stakeholder input, budget, early work packages, material procurement, etc. and provides balanced design solutions to meet the Project needs within the Owner's budget;

(3) Describe the process of designing to take advantage of efficient techniques, including but not limited to pre-fabrication, modularization, and other efficient construction means and method;

(4) Describe the process to incorporate constructability into the design;

(5) Describe the process for scheduling Submittals so that the Owner can review them in a logical and efficient manner;

(6) Describe the process for managing comments from Owner, stakeholders, and permitting authorities;

B. Initial Project Scope. During the Validation Period, the Design-Builder shall review the Task Order Scope and evaluate the feasibility of including the Owner's Project Criteria applicable to the Task Order within the Owner's Budget and Schedule.

1. Design-Builder shall develop a Proposed Initial Project Scope for each Task Order that represents the Design-Builder's best estimate of a reasonably feasible scope of work that can be accomplished for the Proposed Target Budget and Proposed Target Schedule.

2. The Design-Builder shall submit its Proposed Initial Project Scope to Owner with the Validation Period Report, and the parties shall collaboratively develop the final Initial Project Scope that will be used as a basis for designing the Project throughout Phase 1.

3. Should the Design Builder believe the Owner's Project Criteria is not feasible within the Owner's Budget and schedule, the Design Builder will provide options, recommendations and/or alternative technical concepts for the Owner to consider. The parties may decide to determine whether to designate certain parts of the Work as Deferred Scope. Deferred Scope is work that the parties determine is not in the Initial Project Scope; however, the parties will continue to develop the work with the goal of adding the Deferred Scope back into the Project at a later time within the applicable Target Budget or GMP.

C. Phase 1 Scope of Work. With the Validation Period Report, Design-Builder shall submit a Phase 1 Scope of Work for Owner's review and approval. The Phase 1 Scope of Work will provide detail on the Work Design-Builder will perform during the remainder of Phase 1, including but not limited to the following:

1. Design hours by Design Submittal Package

2. Pre-Construction NTE costs

3. Other Costs of the Work, described in detail.

D. Work Groups. The parties will establish Work Groups that correspond with the Cost Model and the Design Submittal Packages. The purpose of the Work Group is to develop Design Submissions within the applicable Design Submittal Package that are consistent with the Target Budget, Target Schedule, and Initial Project

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Scope. Not every scope may benefit from a Work Group. The Design-Builder is anticipated to propose the most efficient approach to developing design and cost within the Target Budget.

1. By the date set forth in Section 3.01.A. of this Exhibit, the Design-Builder will provide the Owner with a list of proposed Work Groups. The parties will then collaboratively establish the final Work Groups.
2. Each Work Group will contain representatives from both the Owner and the Design-Builder.
3. Work Groups will make decisions consistent with the Project Goals and the Commercial Terms. If a Work Group cannot make a decision by consensus, then the Work Group shall refer the decision to the Owner's Representative and the Design-Builder's Representative.
4. Work Groups will collaboratively develop the Work Group Estimate using Target Value Design and a continuous estimating process that provides real time estimates of the costs of the Design Submittals to the Owner. The Design-Builder will use the Work Group Estimates to develop the GMP.
5. Additionally, the Work Groups will be expected to look for opportunities for removed scope, additional scope, higher quality of materials or equipment, alternates, or similar to create additional value to the Project. If applicable, reviewing scope that may have been removed when establishing the Project Program and Scope is expected to be given first consideration.

E. Design Submittals. As Design Builder develops the Basis of Design Documents, Design Builder shall collaborate with the Owner to submit and review the Design Submittals and specifications that will be incorporated into the Basis of Design Documents. The Design Submittals will be submitted pursuant to the Design Submittal Schedule.

1. Design Builder may decide to segregate the Project into separate Design Submittal Packages for review and approval by the Owner pursuant to Section 3.01.B. of this Exhibit.
2. The Design Submittal Schedule will be developed such that the review of each Design Submittal is of reasonable scope for prompt, efficient, and thorough review by the Owner.
3. Design Builder shall highlight any material differences between the Design Submittals as they are being developed and the Owner's Project Criteria and Initial Project Scope, as applicable.
4. In the event that the Owner has any comments relative to the Design Submittals or finds any inconsistencies from the Owner's Project Criteria and Initial Project Scope, as applicable, or inaccuracies in the Design Submittals, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Basis of Design Documents.
5. The parties will work collaboratively to make adjustments in the Design Submittals and in the proposed Basis of Design Documents to fit within the Owner's Project Goals.

F. Basis of Design Documents. The Owner and Design Builder shall work collaboratively to develop the Basis of Design Documents provided as part of the

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

GMP Proposal for each Task Order. The Basis of Design Documents submitted with the GMP Proposal shall include at a minimum the following documents.

1. Project Manual, which shall set forth both the general objectives for the Owner, as well as specific uses for each element of the Task Order Scope set forth in the Owner's Project Criteria.
2. The Specifications for the Project.
3. Performance Requirements, which shall set forth the specific requirements for the project and identification of each major system, including but not limited to the following:
    a. Mechanical, electrical and plumbing systems
    b. Structural capacities and requirements
    c. Warranty obligations
    d. Operations and maintenance requirements
4. Designs developed during Phase 1.
5. Legal Requirements on which the GMP Proposal for each Task Order is based.
6. Energy Reduction and Efficiency Plan which shall document systems to be used and appropriate use and maintenance to assure energy efficiency to obtain LEED Silver if applicable and confirmed during Validation. A list of the assumptions and clarifications on which the GMP and Project Schedule are based.

G. Milestone Deliverables

1. The parties will agree on any Milestone Design Submission deliverables in the Design Submittal plan.
2. Design-Builder must have written approval from the Owner to proceed with the project after submission of each agreed milestone deliverable

3.05 COST AND GMP

A. GMP Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a final GMP Development Plan for each Task Order for review and approval by Owner.

1. The GMP Development Plan will include the following:
    a. Describe the Design-Builder's strategies for exceeding the Project Goals.
    b. Describe the process by which the Design-Builder will collaborate with Owner to establish the final GMP, including communication strategies and tools.
    c. Describe the Design-Builder's processes and tools for monitoring, reporting and managing cost, including but not limited to:
        (1) Design to budget control and reporting processes, including the project controls software that the Design-Builder will use to provide transparency and to monitor

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

and communicate the project costs to the Owner, including self-performed and subcontracted work;

(2) Scope, cost, and schedule baseline development and management/change control processes and the participation and interaction among the scheduling and estimating, project, design, construction and operations management teams to execute these processes;

(3) Incorporating input from design-build or other sub-contractors;

(4) How the Design-Builder will quantify the cost of risk and how risk is factored into the cost and schedule baseline, the project costs, and schedule performance;

(5) Describe the Design-Builder's processes to avoiding surprises in unexpected costs and increases in project estimates. Specifically address the Design-Builder's approach to escalation, supply chain management, and resource scarcity;

(6) Describe the specific tools that will be used for the financial management of the Project including a description of the tool and how the tool will provide value to the Project.

B. Schedule of Values

1. Schedule of Values. At the times set forth herein, Design-Builder will submit Schedules of Values for the Project in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.

2. With the submission of Design Submittal Packages, Design Builder shall provide updated estimates of costs associated with the Design Submittal in the agreed Cost Model format.

3. The updated estimates shall be provided with the Progress Report and shall be updated with new information as Design Builder develops and finalizes the applicable Contract Amendment NTE and the GMP.

4. Schedule of Values.

   a. With the Validation Period Report, Design-Builder shall provide a proposed Schedule of Values with a Target Budget for Phases 1 and 2 for Owner's review and acceptance.

   b. Design-Builder will provide a Schedule of Values for Phase 2.

5. With the Progress Report, Design Builder shall provide an updated Schedule of Values for the Work with actual start and/or finish dates and percentages complete. Updates shall compare the planned progress from baseline schedule with actual progress from the current schedule.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

The Schedule of Values shall be in conformance with the requirements below and in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may reasonably require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.

6. Schedule of Values Requirements
   a. Submit to Owner schedule of values allocated to various portions of Work.
   b. Submit to Owner an updated progressed CPM Schedule will substantiate the % complete of each task.
   c. Schedule of values shall be used as basis for Design-Builder's Applications for Payment, as well as a basis for identifying savings and overruns at the end of the project.
7. Sum of all values listed in schedule shall equal total GMP Contract Price.
8. Each item shall include directly proportional amount of Design-Builder's fee, as applicable.
9. Schedule of Values Form and Content
   a. Schedule of Values will match a format acceptable to Owner.
   b. Title of Project and location.
   c. Owner Project number.
   d. Name and Address of Design-Builder.
   e. Date of submission.
   f. Schedule of Values columns will contain at a minimum the following information
      (1) Line Item # - Corresponding back to the WBS and CPM Schedule
      (2) Line Item Description
      (3) Budgetary Cost
      (4) Current Period % Complete
      (5) Current Period Cost
      (6) JTD % Complete
      (7) JTD Cost
      (8) Variance Column Representing Budgetary Cost Minus JTD Cost

C. Work Breakdown Structure (WBS)

1. The Work Breakdown Structure (WBS) is a task-oriented division of work necessary to engineer, procure, and construct the Project. It categorizes successively smaller tasks, in order to achieve scope, schedule, and budget control at the most practical level. The WBS should correspond with the Cost Model and be in a format acceptable to the Owner.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

2. Within the time frame set forth in Section 3.01.C, Design-Builder will propose a WBS structure. Design-Builder will work with the Owner to develop a mutual compatible WBS system to satisfy the intent of the project. The WBS structure will represent the Design-Builder's entire scope for the project, broken down into manageable Submittals or work packages. This Hierarchy will be used to organize the project's scope narrative, the project's schedule, and the project's budgeted Schedule of Values (SOV). This will not be presented as a list of Submittals but as breakdown of work packages and their Submittals. The parties will agree on a form of WBS for use in the Project.

D. Target Budget. Pursuant to Section 3.01.C, Design Builder shall submit a Proposed Target Budget that reflects Design Builder's best estimate of an achievable GMP for the Initial Project Scope.

1. The Proposed Target Budget shall include a Schedule of Values The Proposed Target Budget shall be updated periodically monthly with the level of detail for each update reflecting the information then available.

   a. During Phase 1, Design Builder will establish the timing for Target Budget Updates with acceptance from the Owner.
   b. Design Builder shall also provide updates during the development of the Basis of Design Documents.

2. Design Builder shall meet with the Owner to review the Proposed Target Budget and the parties shall collaboratively develop a final Target Budget. In the event that the Owner has any comments relative to the Proposed Target Budget or Target Budget Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Target Budget. The parties will work collaboratively to make adjustments in the Basis of Design Document, the Project Schedule, or GMP to fit within the Owner's objectives.

3. The Target Budget will be used as a basis for estimating and developing the Contract Amendment NTEs and the GMP throughout Phase 1.

4. If an update to the Target Budget indicates that the Target Budget will be exceeded, Design Builder shall submit a corrective action plan to the Owner.

5. Design Builder will use Target Value Design and a continuous estimating process that provides real time estimates of the costs of the Design Submittals to the Owner. The Design-Builder will use the Contract Amendment Scope Estimates to develop the Contract Amendment NTE and the GMP.

E. Establishment of the Contract Amendment NTE and the GMP.

1. With a Contract Amendment Proposal, Design Builder shall prepare and submit a Schedule of Values that depicts the Contract Amendment Scope to the Owner, in a format acceptable to the Owner. The Amendment Proposal must reflect Design Builder's total cost for the Contract Amendment Scope on an open book basis. The Schedule of Values shall include for each Contract Amendment Scope:

   a. The Design-Builder's Lump Sum Fee pursuant to Section 6.2 of the Agreement;

   b. The Cost of the Work pursuant to Section 6.3 of the Agreement;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

c. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis pursuant to Section 6.4.1 of the Agreement;

d. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement;

e. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement;

f. The Cost of the Work Contingency pursuant to Section 6.4.4.1.a of the Agreement;

g. The Design-Builder's Contingency pursuant to Section 6.4.4.1.b of the Agreement;

h. The Lump Sum General Conditions Cost pursuant to Section 6.4.5 of the Agreement;

i. If applicable, a schedule of Unit Prices and Hourly Rates pursuant to Section 6.4.6 of the Agreement

j. The updated GMP for the entire Project to date, including all previously approved Contract Amendment NTEs and the proposed amount in the Contract Amendment Proposal.

2. In support of the proposed Contract Amendment NTE, Design Builder shall provide:

a. A list of the assumptions and clarifications made by Design Builder in the preparation of the Contract Amendment to supplement the information contained in the Basis of Design Documents.

b. All material changes from the Owner's Project Criteria and Design Builder's Proposal and the costs associated with such changes.

3. GMP. The Guaranteed Maximum Price is the total sum of all previously agreed Contract Amendments. Each Contract Amendment Proposal shall provide the updated GMP with the new proposed GMP.

F. Design Builder shall meet with the Owner to review the Contract Amendment NTE. In the event that the Owner has any comments relative to the proposed Contract Amendment NTE or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Contract Amendment NTE, its basis, or both. The parties will work collaboratively to make adjustments in the Basis of Design Documents, Project Schedule, or Contract Amendment NTE to meet the Owner's objectives.

3.06 SUBCONTRACT PLAN AND INCLUSION PLAN

A. The Design Builder shall provide for approval the Subcontracting and Diverse Business Inclusion Plan that will include the following. Design Builder should integrate plans where appropriate:

1. Identification of the Work anticipated to be subcontracted, including the scope of the subcontracted Work ("Subcontract Package");

2. A comprehensive explanation regarding the process for identifying, prequalifying, and negotiating with qualified Subcontractors;

3. The form Subcontracts that Design-Builder anticipates using, all of which

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

must be in compliance with Section 2.8 of the General Conditions.

4. A Subcontractor Procurement Process the anticipated Self-Performed Construction Work, including the process for obtaining competitive bids for self-performed work, and

5. An explanation regarding how Design-Builder will incorporate Subcontractor input into the design.

6. An explanation regarding how the Design Builder will include the Owner in the process.

3.07 PROJECT SAFETY AND JOB SITE HAZARD ANALYSIS

A. By the date set forth in Section 3.01.C herein, Design Builder shall submit a Project Safety and Job Site Hazard Analysis for the Phase 2 activities associated with all phases of the project of each Task Order.

B. By the date set forth in Section 3.01.E herein, Design Builder shall submit a Project Specific Safety Plan with Job Site Hazard Analyses addressing all phases of the project after Phase 1 of each Task Order.

C. No field investigation or construction activities will be authorized without acceptance of safety plans as required for the Work.

3.08 PROJECT PHASING /STAGING

A. Early GMP Plan. With the Validation Period Report for each Task Order, Design-Builder will provide its Early GMP Plan that will include the Design-Builder's proposed plan to complete portions of the Work prior to completion of the entire Project that would be subject to an Early GMP pursuant to Section 6.6.2.4 of the Agreement.

1. The Early GMP Plan will include the following elements for each Early GMP Scope:

   a. A detailed description of the Early GMP Scope, including but not limited to the portion of the WBS and/or Basis of Design Documents that are applicable to the Early GMP Scope;

B. Contract Amendment Plan. With the Validation Report, or as otherwise agreed, Design-Builder will provide Contract Amendment Plan that will include the Design-Builder's proposed plan for Contract Amendments to complete the Work.

1. Unless otherwise directed, the Contract Amendment Plan will include the following elements for each Contract Amendment Scope:

   a. A detailed description of the Contract Amendment Scope, including but not limited to the portion of the WBS and/or Basis of Design Documents that are applicable to the Contract Amendment Scope;

   b. The Contract Amendment Schedule;

   c. Any long lead items anticipated for the Project; and

   d. The deliverables required for the Early GMP Proposal.

2. If approved after negotiation with the Owner, the Contract Amendment Plan will be incorporated into the Contract Documents via Contract Amendment.

C. With significant scope Early GMPs, Design Builder shall provide a Project

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

Phasing/Staging Analysis for all Demolition and Construction Packages that includes detailed plans for the phasing of the elements of the Task Order Scope, including but not limited to all modifications and all other construction activities including the staging of construction materials and facilities.

3.09 PERMITTING STRATEGY PLAN:

A. With Validation Report, Design Builder shall provide a Permitting Strategy Plan detailing the process for obtaining the building and site development permits for various phases of the project. During Phase 1, Design Builder must meet with the applicable building officials and develop processes and timelines for reviews and approvals.

B. The Permitting Strategy Plan must include the following:

1. A plan for conducting an efficient permitting process that minimizes re-design and obtains the required permits within the Project Schedule;
2. A list of permits required for the Project including Owner led permits;
3. For each permit, the process and plan for obtaining the permit, including coordination of communications with permitting agency staff;
4. For each permit, a check list for each task required to obtain the permit; and
5. For each permit, a schedule for obtaining the Permit.

3.10 DBE, SMALL, VETERAN, AND LOCAL BUSINESS PARTICIPATION AND INCLUSION PLAN

A. As proposed and accepted under Agreement, Design Builder shall analyze the capabilities of DBE, Veteran, as well as small, regional, and local firms and the projected manpower availability to determine and report on the percentage of the Work that such firms could reasonably be expected to perform during the Design, Preconstruction and Construction Phases of the Project.

B. Based on this analysis, Design Builder shall prepare a DBE, Small, Veteran, And Local Business Participation/Outreach Plan, that is part of the Subcontracting plan, that is a thoughtful commitment to include DBE, Small, Veteran, And Local Business in the design and construction for the Project. Work performed by DBE, Small, Veteran, And Local Business must have a Commercially Useful Function.

C. As a minimum, the Inclusion Plan shall include:

1. Outreach strategies to identify DBE, Small, Veteran, And Local Business capable of performing the work in the geographic region of the Project;
2. A complete description of the efforts to be taken on the part of Design Builder to tailor design, preconstruction services and Construction Packages so as to be capable of being performed by DBE, Small, Veteran, And Local consultants, designers, and/or subcontractors.
3. The approach to procure consultants and subcontractors (e.g., open bid, best-value, etc.) to maximize participation by DBE, Small, Veteran, And Local Business.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

4. Contracting strategies to remove barriers that allow DBE, Small, Veteran, And Local Business and local businesses to be able to subcontract for the Project, such as the use of joint ventures in partnering with non-DBEs;

5. Business strategies to support DBE, Small, Veteran, And Local Business in being successful on the project such as introductions to banks and/or bonding companies, progressive design-build training, and retainage;

6. Training opportunities in supporting the successful performance of the work by DBE, Small, Veteran, And Local Business;

3.11 QA/QC PLANS

A. Quality Manual

1. The Design-Builder shall provide a Quality Manual that describes the Quality Management System for all aspects of the Work. The Quality Manual shall establish the Quality Policy and Quality Objectives for all aspects of the Work and shall describe the processes that shall be established, implemented, controlled, and continually improved to achieve the Quality Objectives established for the Project.

2. The Quality Objectives shall be measurable and linked to meeting the needs and performance expectations of the Owner in respect of the Project. The Quality Management System described in the Quality Manual shall include all the activities required to achieve these Quality Objectives, including the Design-Builder's controls such as scope, cost, schedule and general document control management activities. All these activities shall be subject to Internal Quality Audits and External Quality Audits.

3. The Quality Manual shall describe the members of the Design-Build Team, including Subcontractors and Key Team Members involved in performing the Work and how key management activities (such as the Design-Builder's controls, design management and construction activities) shall interface with each other. The Quality Manual shall also provide the organization chart identifying the authority and responsibilities of all Key Team Members and other key personnel involved with the aforementioned aspects of the Project. The Quality Manual shall also show how the various levels of Quality Management System documentation are linked together.

4. The Quality Manual shall clearly define the reporting function and authority of the Design-Builder's Quality Manager who shall liaise with the Owner and act as the single point representative of the Design-Builder for all matters relating to quality management for design and construction.

B. Quality Manager

1. At all times during the Project, the Design-Builder shall assign a Quality Manager who shall

   a. have experience in a similar quality management representative role for a project have experience overseeing the design and construction of projects of similar scope and complexity to this Project;

   b. have sufficient organizational authority to implement required actions to ensure compliance with all quality requirements of this Agreement;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

c. have full access to all Quality Documentation described in the Quality Management System, including documentation maintained by all Design-Build Team Members;

d. be responsible for developing, implementing, maintaining, and ensuring the effective operation of, the Quality Management System including auditing, reporting and implementing corrective actions for Nonconforming Work;

e. ensure that reviews, checking, and verification are undertaken for all designs;

f. be responsible for the supervision of any personnel supporting the Quality Manager in the execution of the Quality Plan; and

2. The Quality Manager will be responsible, at a minimum, for the following items

a. developing, implementing and maintaining the Quality Plans;

b. initiating periodic management reviews, annually at a minimum;

c. developing and implementing a program for corrective actions and preventive action for Non-Conforming Work.

C. Design Quality Management Plan.

1. The Design-Builder shall implement and conform to a comprehensive Design Quality Management Plan that describes how it intends to manage the design processes for the Project, its Quality Manual and the provisions of the Project Agreement. The DQMP is to apply throughout the Work.

2. The DQMP shall contain an organizational chart identifying Key Team Members and other key personnel responsible for design management and their relationship with the Quality Manager for the Design-Builder's overall Quality Management System as documented in the Design-Builder's Quality Manual. It shall also contain a description of the responsibilities, qualifications, and authority of the above personnel and the organizational interfaces between those responsible for design management and other engineering and construction management disciplines. The DQMP shall address all phases and aspects of the Work including design and construction.

3. The DQMP shall, at a minimum, include or reference detailed Quality Management System procedures and process flow charts for the following processes:

a. design and development planning;

b. determination of design inputs and outputs;

c. design development reviews;

d. design verification to ensure that design input requirements have been met;

e. design validation to ensure that the completed project is capable of meeting its intended use;

f. design changes;

g. quality control of design deliverables;

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

h. handling of Owner review comments on submittals;

i. quality assessment and procurement of the Design-Build Team members responsible for design;

j. if approved by Owner, External Quality Audits of the Design-Build Team members responsible for design;

k. Internal Quality Audits;

l. Corrective Actions, Preventive Actions and opportunities for improvement;

m. document control management;

n. Submittal scheduling and the Project Schedule audits;

o. control of revisions construction documentation during construction; and

p. control of records relating to Quality Management.

4. The above procedures and flow charts shall document who does the work, what they do, and what evidence is generated that they have done the work correctly.

D. Construction Quality Management Plan.

1. The Design-Builder shall provide a Construction Quality Management Plan that describes how it intends to manage the construction activities, its Quality Manual and the provisions of the Agreement. The CQMP is to apply throughout the Project.
2. The CQMP shall contain an organizational chart identifying Key Team Members responsible and a description of the responsibilities, qualifications, and authority of the above personnel and the organizational interfaces between those responsible for construction management and other disciplines such as design management and environmental management. The CQMP shall address all phases and aspects of the Works, including design and construction.
3. The CQMP shall, at a minimum, include the following processes:

a. Project Schedule management and audits;

b. inspection, testing and monitoring;

c. materials identification and traceability;

d. quality assessment and procurement of the Design-Build Team Members responsible for construction;

e. if approved by Owner, External Quality Audits of the Design-Build Team Members responsible for construction;

f. Internal Quality Audits;

g. control of nonconforming product;

h. Corrective Actions, Preventive Actions and opportunities for improvement;

i. document control management;

j. control of Construction Documents drawing mark ups to reflect the as-built condition including capture of the reasons for any changes

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

from the issued for construction documents and any necessary authorizations; and

k. control of Quality Records.

4. The above procedures and flow charts shall document who does the work, what they do, and what evidence is generated that they have done the work correctly.

3.12 TASK ORDER CLOSEOUT PLAN

A. With the GMP Proposal, Design Builder shall provide a Task Order Closeout Plan that integrates all aspects of project closeout proactively over the life of the project. The Task Order Closeout Plan will be a comprehensive outline of the process to verify that the requirements of the Task Order Scope are satisfactorily completed and to manage the commissioning and closeout of the Project. The Task Order Closeout Plan is a living document that will grow and expand as the design and construction progress. The Task Order Closeout Plan should include, but not be limited to mechanisms and procedures for:

1. Turn over plan to maintenance staff;
2. Testing and Commissioning activities;
3. A list of all closeout provisions included in subcontract procurement documents;
4. A list of specific requirements for achieving Substantial and Final Completion for the Task Order;
5. An outline of proposed phased completions and early subcontract closeouts;
6. The system by which Design-Builder will determine and achieve commissioning and testing requirements;
7. A list of all Warranty requirements;
8. A list of all requirements by any Utilities for acceptance and completion;
9. A check list of all training required at the conclusion of the Task Order;
10. A check list of all O&M Documentation that will be provided at the conclusion of the Project;
11. A process for developing and transferring Record Documents;
12. A process for managing audits and cost reconciliations of the Cost of the Work and all other costs submitted by Design-Builder;
13. Coordination with the Permitting Strategy Plan;
14. A plan for finalizing all requirements and documentation required for completion of the Task Order.

3.13 DIFFERING SITE CONDITIONS REPORT

A. With the Validation Report, Design Builder shall provide a report of all identified, all existing Site Conditions establishing a baseline of Site Conditions. During Phase 1 the Design Builder, if necessary, shall provide a report of all site conditions

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

discovered that maybe differing from the base-line, as defined in Section 4.2 of the General Conditions of the Contract that are discovered during Phase 1.

B. The Differing Site Conditions Report shall include the following information for each of the identified Differing Site Conditions identified in the Report.

1. The location of the Differing Site Condition;
2. A description of the Differing Site Condition that explains why it qualifies as a Differing Site Condition pursuant to Section 4.2 of the General Conditions;
3. The date the Differing Site Condition was discovered;
4. The impact of the Differing Site Condition on the Owner's Project Criteria, the Basis of Design Documents, and/or any Commercial Term, as applicable.

PART 4 PHASE 2 SCOPE OF SERVICES

4.01 Unless the parties agree otherwise in writing, this Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 2 for each Contract Amendment.

4.02 PHASE 2 SCOPE

A. Design Builder shall complete the design and construction services as set forth in each Contract Amendment.

B. Design Builder shall provide the Submittals set forth in this Attachment during the course of Phase 2. Submittals shall be provided in a format acceptable to the Owner.

4.03 COMPLETION OF DESIGN

A. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

B. The Owner will review and comment on the Construction Documents and other Design Submittals in a timely fashion.

C. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies, such as BIM or Design-Build processes, may require modifications to these requirements.

4.04 SCHEDULE OF VALUES AND COST MODEL

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. With the Progress Report, Design Builder will continue to update estimates and forecasts in the format required above and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an open and transparent basis.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

C. The Schedule of Values and Cost Model must be consistent with the GMP Amendment and any Early GMP Amendment and the format required above, unless the parties have agreed on a Change pursuant to Article 10 of the General Conditions.

4.05 TASK ORDER SCHEDULE

A. The forecasting and development of the Task Order Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its property.

B. Design Builder shall provide the Owner with frequent updates to the Task Order Schedule on a monthly basis in the format required above for a scheduled completion within the GMP established in the GMP Amendment and any Early GMP Amendment.

4.06 CONSTRUCTION SERVICES

A. Design-Builder shall provide Construction Services and complete the construction of the Project pursuant to the Contract Documents.

4.07 COMMISSIONING, TESTING AND CLOSEOUT

A. Design Builder shall provide/assist with the commissioning, testing, and closeout of the Project pursuant to the Contract Documents and the Closeout Plan.

4.08 PHASE 2 SUBMITTALS

A. PERIODIC SUBMITTALS

1. On a monthly basis and with each Application for Payment:
    a. Updates to each Task Order Schedule pursuant to Section 3.02.
    b. Updated Schedule of Values pursuant to Section 3.05.
2. Pursuant to the Design Submittal Schedule established by the parties:
    a. Updated Design Submittals pursuant to Section 3.02.
    b. Updated project budget information pursuant to Section 3.05.

B. MILESTONE SUBMITTALS. Design Builder shall provide the following Milestone Design Submittals pursuant to the Project Schedule:

1. 100% Construction Documents for review and approval by the Owner.
2. Design Builder shall not proceed with the project after submission of the 100% Construction Documents until it receives the Owner's written approval.

C. Design Builder shall provide such other Submittals as set forth in the Contract Documents to successfully complete the Project including but not limited to:

1. As Builts
2. CPARB Reports, as requested
3. Funding Audit Reports, as requested.

© 2022 Thaxton Parkinson pllc

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
PHASE 1 & 2 AMENDMENTS
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
FORM OF VALIDATION AMENDMENT
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

Unless the parties agree in writing otherwise, the Validation Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this Validation Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Validation Amendment conflict with the Agreement, the terms in this Validation Amendment shall govern.

2. The Design-Builder has submitted to Owner a Validation Report pursuant to Part 3 of Exhibit C.

3. The Owner has reviewed the Validation Report, the parties have reconciled the Owner's Comments, and the Owner has accepted the Validation Report as reconciled. The conformed, reconciled Validation Report is attached to this Amendment and is incorporated as if fully set forth herein.

4. Consistent with the Validation Report, the parties hereby establish the following Commercial Terms:

Phase 1 Not to Exceed Amount	$
Design-Builder's Fee (multiplier)	
Cost of the Work Contingency	$
Design-Builder's Contingency	$
Phase 1 Completion Date	

6. Other Commercial Terms, if applicable, are set forth pursuant to the following Exhibit(s):

a. **Exhibit X – Allowances** for Phase 1 Work as set forth in the Agreement

b. **Exhibit X - Not to Exceed Sums** for Phase 1 Work as set forth in the Agreement

c. **Exhibit X - Lump Sums** for Phase 1 Work as set forth in the Agreement

d. **Exhibit X - Contingencies** as set forth in the Agreement

e. **Exhibit X - Unit Prices**

f. **Exhibit X** - **Hourly Rates** as set forth in the Agreement

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount set forth above.

In executing this Amendment, Owner, and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

[NEXT PAGE]

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
FORM OF VALIDATION AMENDMENT
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

BENTON COUNTY	**DESIGN-BUILDER**
By _____	_____
_____	Name of Design-Builder
Its _____	By _____
	Its _____
Date: _____	Date: _____
	DESIGN-BUILDER'S ADDRESS AND PHONE:
_____	_____
	_____

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
FORM OF GMP AMENDMENT
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

Unless the parties agree in writing otherwise, the GMP Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this GMP Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this GMP Amendment conflict with the Agreement, the terms in this GMP Amendment shall govern.

2. The Design-Builder has submitted to Owner the GMP Proposal pursuant to Section 6.6.1.3 of the Agreement and as described in Part 3 of Exhibit C.

3. The Owner has reviewed the GMP Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.3 of the Agreement, and the Owner has accepted the GMP Proposal as reconciled. The conformed, reconciled GMP Proposal is attached to this GMP Amendment as Exhibit A and is incorporated as if fully set forth herein.

4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement pursuant to the Agreement.

5. Consistent with the GMP Proposal, the parties hereby establish the following Commercial Terms:

Guaranteed Maximum Price	$
Cost of the Work	$
Design-Builder's Lump Sum Fee	$
Lump Sum General Conditions Costs	$
Cost of the Work Contingency (Section 6.4.4.1.a)	$
Design-Builder's Contingency (Section 6.4.4.1.b)	$
Substantial Completion Date	
Final Completion Date	

6. Other Commercial Terms are set forth pursuant to the following Exhibits:

   a. **Exhibit X - Allowances** as set forth in Section 6.4.1 of the Agreement

   b. **Exhibit X - Not to Exceed Sums** as set forth in Section 6.4.2 of the Agreement

   c. **Exhibit X - Lump Sums** as set forth in Section 6.4.3 of the Agreement (with the exception of the Design-Builder's Lump Sum Fee set forth above)

   d. **Exhibit X - Contingencies** as set forth in Section 6.4.4 of the Agreement

   e. **Exhibit X - Design-Builder's Lump Sum General Conditions Costs** as set forth in Section 6.4.5 of the Agreement

   f. **Exhibit X - Unit Prices and Hourly Rates** as set forth in Section 6.4.6 and 6.4.7 of the Agreement

   g. **Liquidated Damages** as provided in Section 5.4 – 5.5 of the Agreement are $_____ per calendar day.

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above.

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT F
FORM OF GMP AMENDMENT
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

In executing this Amendment, Owner, and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

BENTON COUNTY	**DESIGN-BUILDER**
By _____	_____
_____	Name of Design-Builder
Its _____	By _____
	Its _____
Date: _____	Date: _____
	DESIGN-BUILDER'S ADDRESS AND PHONE:

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT G
CHANGE ORDER FORMS, PHASE 1 & 2
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT

BENTON COUNTY WA

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT G
FORM PHASE 1 CHANGE ORDER

Phase 1 Contract Change Order

Benton County	Design-Builder

Project Name: Justice Center **Change Order#:** _____

COR#	Description of Change	Change in Contract Time	Change in Phase 1 NTE

Original Phase 1 Not to Exceed Amount	$
Net change by previous authorized Change Orders	$
Total net *[check one]* ☐ Increase / ☐ Decrease in the Phase 1 NTE by this Change Order	$
New Phase 1 NTE including this Change Order	$

The new Contract Time including this Change Order is:

New Phase 1 Completion Date	
New Interim Milestone Dates:	

The changes in the Phase 1 Not to Exceed Amount and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

Benton County	Design-Builder
By: _____ Signature _____ Printed Name Title: _____ Date: _____	By: _____ Signature _____ Printed Name Title: _____ Date: _____

DocuSign Envelope ID: F065AA7D-81E9-4DB9-9B47-C7216C8B9072

EXHIBIT G
FORM PHASE 2 CHANGE ORDER

Phase 2 Contract Change Order

Benton County	Design-Builder

Project Name: Justice Center **Change Order#: _____**

COR#	Description of Change	Change in Contract Time	Change in GMP

Original Guaranteed Maximum Price	$
Net change by previous authorized Change Orders	$
Total net *[check one]* ☐ Increase / ☐ Decrease in the GMP by this Change Order	$
New Guaranteed Maximum Price including this Change Order	$

The new Contract Time including this Change Order is:

New Scheduled Substantial Completion Date	
New Scheduled Interim Milestone Dates:	
New Final Completion Date	

The changes in the GMP and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

Benton County	Design-Builder
By: _____ Signature _____ Printed Name Title: _____ Date: _____	By: _____ Signature _____ Printed Name Title: _____ Date: _____

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

FORM OF TASK ORDER
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT
THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

Task Order Project Name	TRBHRC - Auburn
Task Order Project Number	CP00002222

1. This Task Order incorporates the following terms into the Progressive Design-Build Agreement between Benton County and *Bouten Construction* for the Three Rivers Behavioral Health Recovery Center ("Agreement"). The Parties have entered into this Task Order pursuant to Section 6.6.1 of the Agreement. To the extent any terms set forth in this Task Order conflict with the Agreement, the terms in this Task Order shall govern.

2. Owner authorizes Design-Builder to proceed with the Task Order Project referenced above with a Date of Commencement for the Task Order as the date set forth below.

3. The parties hereby establish the following Commercial Terms for this Task Order:

Validation Period Completion Date	February 16, 2024
Validation Period Not to Exceed Amount	$523,507.00 (Excludes WSST)
Task Order Project Scope	Attachment A
Validation Period Scope of Work	Attachment B

4. Other Commercial Terms are set forth in the following Exhibits to this Amendment, which are incorporated as if fully set forth herein:

Attachment C Validation Level of Effort

Attachment D Hourly Rates, Unit Prices, Allowance Items

5. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Validation Period Not to Exceed Amount set forth above.

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

BENTON COUNTY

By _____

_____

Its _____

Date: _____

DESIGN-BUILDER

Tim Thomas

Name of Design-Builder

By DocuSigned by: Tim Thomas C56908762BC7492... Tim Thomas

Its President

Date: 9/13/2023

1060 Jadwin Avenue, Richland, WA, 99352
509-943-7677

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

FORM OF TASK ORDER
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT
THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

ATTACHMENT A
TASK ORDER PROJECT SCOPE

NEW THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

The proposed project is to create a comprehensive behavioral health facility to provide medical withdrawal management (i.e. detoxification) services and inpatient residential treatment for Substance Use Disorder for persons both with and without co-occurring mental health issues.

- The facility will operate on a "No Wrong Door" model providing 24 hour a day, 365 day a year services offered as an alternative to arrest and incarceration in the County jail or persons being brought to hospital emergency rooms.

- The desired number of beds in this facility is set at 50 for the initial construction, but the final number will be determined in the site feasibility study and final design drawings. The building will be designed to allow for future expansion so the facility can grow along with the community.

- Provide a "10 minute drop off", that is, persons in crisis can be brought by law enforcement to the facility and be admitted for care within 10 minutes.

- Provide on demand assessment services along with medical withdrawal management services at the 3.7 (secure) and 3.2 (non-secure) levels based on the American Society of Addiction Medicine guidelines.

The "Recovery Center" consists of four major components.

- A 23-hour observation unit will serve as a point of entry for persons experiencing mental health or substance use crisis. The unit will accept both voluntary and involuntary persons and provide short term stabilization and routing to other services as needed.

- A Crisis Stabilization Unit (CSU) acts as the next level of care for persons in crisis requiring treatment longer than 23 hours.

- Additionally, a Secure Withdrawal Management Services Unit complements the CSU specifically for persons actively under the influence.

- The final component of the facility is a Residential Inpatient Substance Use Treatment facility. This provides longer term (28 day), voluntary, treatment for persons suffering from substance use disorder.

The project located at 900 S. Auburn Street, Kennewick, WA will include the build out of a residential treatment facility at the Auburn property using the second floor of the northern portion of the building at a minimum. Might include some renovation of the parking lot and entrance if budget allows.

The Auburn site is currently un-occupied, however, during the project, adjacent properties and the Auburn property may become occupied. It is critical to maintain adjacent property owner's driveways and parking lots with minimal disruption and direct, unhindered, access to all adjacent buildings during the course of the construction associated work. The Design-Builder is responsible for working with the County and neighboring properties to phase and manage site improvements to maintain access.

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

FORM OF TASK ORDER
BENTON COUNTY
PROGRESSIVE DESIGN-BUILD AGREEMENT
THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

The Auburn Property is located near the downtown area of Kennewick, north of 10th Avenue and west of Auburn Street. The main building, consisting of the original Kennewick General Hospital building, built in 1952, with multiple renovations and additions over the years. This structure is two stories tall with a partial basement under the original core building. The three-story addition to this building is referred to as the Spaulding Building and consists of three above ground floors attached to the Hospital in the southwest corner of said building.

The total area for the buildings is approximately 193,980 square feet. The Hospital consists of many phases as it was added to and renovated over its 70+ year life thus far. The initial construction was cast in place concrete with subsequent construction comprised of fire-retardant coated steel structure and concrete floor deck construction. Interior partition walls consist of combinations of steel studs with gypsum wallboard and concrete. The roof finish depends on the year of the addition/renovation. Though the roof is primarily low-sloped, it is a combination of modified bitumen membrane covered in stone ballast and 60-mil single ply TPO membrane.

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

Building Excellence
Since 1944

September 6, 2023

Robert Blain, Director
Operations & Capital Programs
BENTON COUNTY
7122 W. Okanogan Place
Kennewick, WA 99336

RE: THREE RIVERS BEHAVIORAL HEALTH
Benton County
Kennewick, WA
Bouten Job No: K-945

Dear Robert:

Bouten Construction is pleased to have been selected as the Design-Builder for the Three Rivers Behavioral Health Recovery Center (TRBHRC) project. Below you will find an outline and recap of the project validation phase services as well as a listing of the contract documents provided along with this letter.

Validation Scope of Services
The validation period scope of services will include those as requested by Benton County and in coordination with the contract Exhibit C – Phase 1 and 2 Scope of Services of the DBIA 530 Agreement and Attachment C – Validation Level of Effort of the task order. The goal of the validation period will be to collaborate with Benton County to complete validation activities associated with the project and program, keeping in mind to identify the most cost effective, creative, operationally efficient, and programmatically balanced project including as much scope as possible under the established GMP. We anticipate the validation period to last approximately 4½ months from October 2023 to mid-February 2024.

The Validation phase will include the following deliverables and as outlined in the Attachment D – Level of Effort.

1. Team Kick Off Meeting / Conditions of Satisfaction
2. TVD Approach and education
3. Consultant and trade partner onboarding planning
4. Milestone Schedule / Pull Planning - Investigation and programming
5. Hazmat abatement investigation & pricing
6. Existing conditions investigation, site & building
7. Full scope review
8. Stakeholder masterplan scoping sessions
9. User Group design meetings / adjacencies
10. Stakeholder design/adjacency report-out
11. Site & building conditions and mitigations deep dive
12. Overall project work plan
13. Permitting approach and discussion
14. Building systems initial evaluations (based on existing conditions)
15. Initial site and building concept and test fit reviews
16. Milestone schedule/pull planning - final stages
17. Initial TVD budget breakdown and review

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

18. TVD budget refinement
19. Trade partner/diverse business outreach meeting
20. Updated subcontracting and diverse business inclusion plan
21. Permitting strategy
22. Procurement/long lead items strategy
23. Site logistics
24. Confirmation of allowances and contingencies
25. Outline specification

Finally, and upon completion of the validation phase, we will provide the following deliverables.

1. Validation report (draft & final)
2. Site & building mitigation plan
3. Site and building plans
4. A defined TVD Budget

Once the Phase 1 – Validation Period is complete, we will propose scope and cost for proceeding to Phase 1 – Design and Preconstruction services.

Contract Documents
The following Contract documents are being provided for final review, approval, and execution:

1. DBIA 530 Agreement - *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price*
2. DBIA *530 General Conditions of the Contract - Standard Form of General Conditions of Contract Between Owner and Design-Builder*
3. Exhibit B1: Insurance Exhibit – Design-Builder's Insurance Requirements
4. Exhibit B2: Form of Payment Bond
5. Exhibit B3: Form of Performance Bond
6. Exhibit C: Phase 1 and 2 Scope of Services
7. Attachment C: Validation Period Level of Effort
8. Attachment D: Hourly Rates, Unit Prices, and Allowance Items
9. Exhibit F: Form GMP Amendment
10. Exhibit G: Form Change Orders

Following execution of the contract documents and receipt of a notice to proceed, we will schedule and hold a project kick-off meeting, tentative for the end of September. We are excited to partner with Benton County for the design and construction of this important facility to meet the needs of the community. Our team is prepared and ready to kick-off the validation period for this project.

Sincerely,

BOUTEN CONSTRUCTION COMPANY

Brandon M. Potts, Vice President

BMP:JLC/djj
J:\Active Jobs Estimates\K-945 (Three Rivers Behavioral Health)\00 Prime Contract\Exhibits and LOE\Task Order Exhibit B - Validation Scope of Work.docx
Attachments

Phase 1 - Validation | Level of Effort

Benton County | Three Rivers Behavioral Health Recovery Center
Kennewick, Washington
September 6, 2023

VALIDATION PLAN ACTIVITIES

ITEM #	ACTIVITY	2023 OCT	2023 NOV	2023 DEC	2024 JAN	2024 FEB	NOTES
	TEAM ALIGNMENT						
1	Team Kick Off Meeting / Conditions of Satisfaction						
2	TVD Approach and education						
3	Consultant and trade partner onboarding planning						
	PHASE 1 - VALIDATION						
4	Milestone Schedule / Pull Planning - Investigation and programming						
5	Hazmat abatement investigation & pricing						
6	Existing conditions investigation, site & building						
7	Full scope review						
8	Stakeholder masterplan scoping sessions						
9	User Group design meetings / adjacencies						
10	Stakeholder design/adjacency report-out						
11	Site & building conditions and mitigations deep dive						
12	Overall project work plan						
13	Permitting approach & discussion						
14	Building systems initial evaluations (based on existing conditions)						
15	Initial site and building concept and test fit reviews						
16	Milestone Schedule / Pull Planning - Final stages						
17	Initial TVD budget breakdown and review						
18	TVD budget refinement						
19	Trade partner / diverse business outreach meeting						
20	Updated subcontracting and diverse business inclusion plan						
21	Permitting Strategy						
22	Procurement / Long Lead Items Strategy						
23	Site Logistics						
24	Confirmation of allowances and contingencies						
25	Outline specification						
26	Validation report (draft & final)						
27	Site & building mitigation plan						
28	Site and building plans						
29	Defined TVD budget						
30	Completion of Phase 1 - Validation Period (anticipated Mid-February 2024)						

KEY PERSONNEL

ITEM	RESOURCE	2023 OCT	2023 NOV	2023 DEC	2024 JAN	2024 FEB	HRS	$/HR	TOTAL	NOTES
1	Project Executive - Brandon Potts	42	8	8	8	4	**70**	**$ 220**	**$ 15,400**	
2	Design + Preconstruction Team Leader - Jake Closson	40	32	32	32	16	**152**	**$ 220**	**$ 33,440**	
3	Design-Build Project Manager - Justin Griffeth	20	64	64	64	16	**228**	**$ 138**	**$ 31,464**	
4	Design-Build Estimator - Sean Gossett	60	48	64	64	32	**268**	**$ 147**	**$ 39,396**	
5	Design Managing Principal - Dan	37	19	21	10	0	**88**	**$ 230**	**$ 20,176**	
6	Design Manager - Jill	51	55	33	12	8	**160**	**$ 175**	**$ 27,930**	
7	Design Project Manager - Heather	110	134	78	12	24	**359**	**$ 125**	**$ 44,840**	
8	Design Healthcare Planner - Cecilia	92	100	70	0	24	**287**	**$ 145**	**$ 41,574**	
9	Design Project Architect - Abundance	40	50	10	0	40	**140**	**$ 125**	**$ 17,500**	
10	Estimator support - Ed Lambert	40	120	64	120	40	**384**	**$ 119**	**$ 45,696**	
11	Superintendant - Joe Christensen	32	32	16	16	8	**104**	**$ 115**	**$ 11,960**	
12	Director of Safety - Weldon Barker	8	20	8	8	0	**44**	**$ 112**	**$ 4,928**	
13	Mechanical Engineer or Design-Build TBD	30	38	30	6	24	**128**	**$ 140**	**$ 17,920**	
14	Electrical Engineer or Design-Build TBD	30	38	30	6	24	**128**	**$ 140**	**$ 17,920**	
15	Civil Engineering	56	40	6	6	32	**140**	**$ 140**	**$ 19,600**	
16	Structural Engineering	30	38	30	6	24	**128**	**$ 140**	**$ 17,920**	
17	Other Consultants - TBD	0	0	0	0	0	**0**	**$ -**	**$ -**	
	Personnel Total Hours	719	837	565	370	316	2807			
							PERSONNEL TOTAL		**$ 407,664**	

DIRECT COSTS / EXPENSES

ITEM #	ITEM NAME	TOTAL	NOTES
1	Printing, Mailing, Advertising, + Misc. Expenses	**$ 600**	
2	Travel and Fuel	**$ 5,000**	
3	Technology and Software (VDC, Laser Scanning, JOIN)	**$ 12,000**	
4	Design-Assist Procurement / Trade Partner Cost Validation	**$ 10,000**	
5	Other Consultants - TBD	**$ 50,000**	
	DIRECT COST TOTAL	**$ 77,600**	

TOTAL DIRECT & PERSONNEL COSTS	**$ 485,264**
Insurance (1.0%)	$ 4,853
Design-Builder Fee (5.25%)	$ 25,731
B & O Tax (.48%)	$ 2,476
Payment & Performance Bond (1.0%)	$ 5,183
TOTAL VALIDATION LEVEL OF EFFORT	**$ 523,507**

NOTES

1. Validation / programming / design activities shown in blue
2. Procurement / budget activities shown in gold
3. The hours / time / cost shown for the month of October includes the last week in September starting at NTP of approaximatley September 20, 2023.
4. Additional design consultants and or trade partner support required for validation will be determined upon NTP. Costs are estimated for these consultants or trade partners.

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

ATTACHMENT D
Hourly Rates, Unit Prices and Allowance Items

Validation Phase Services

Date: September 6, 2023

Rates only apply to Validation phase services. Phase 1 and Phase 2 rates to be provided at the time in which those services are amended to the contract.

Name	Title	2023 - 2024 Hourly Rate
Brandon Potts	Project Executive	$220
Jake Closson	Design & Preconstruction Team Leader	$220
Justin Griffeth	Design-Build Project Manager	$138
Sean Gossett	Sr. Estimator	$147
Ed Lambert	Estimator	$119
TBD	VDC Coordinator	$101
Dan Kurtz	Design Managing Principal	$230
Jill Kurtz	Design Manager	$175
Heather Farrell	Design Project Manager	$125
Cecilia Arroyo	Design Healthcare Planner	$145
Abundance Yeh	Design Project Architect	$125
Craig Niemela	Senior Superintendent	$140
Joe Christensen	Superintendent	$115
TBD	Assistant Superintendent	$102
Jesse Briones	Project Engineer	$101
Harmony Birkhimer	Project Coordinator	$79
Weldon Barker	Safety Director	$112
Creston Grant	Safety Coordinator	$83
TBD	Quality Control Manager	$120

DocuSign Envelope ID: E090C8F3-58D1-456A-A4A6-4FF7D5561EA7

Notes:

1. The Design-Builder rates shown above extend through May 31, 2024, and are subject to adjustment on June 1, 2024, based upon the Design-Builder's compensation policy to reflect industry market conditions or based upon union labor agreements where applicable. Any adjustment shall be applied to the Design-Builder's contingency or, if this is depleted, then a change order will be issued by the Owner to cover any remaining adjustment amount.
2. Rates listed apply to DBIA 530 Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price Contract and General Conditions
3. The hourly rates listed above are pre-negotiated contractual rates and are not subject to Owner audit or change.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	DRAFT 2024-2029 Six-Year Transportation Improvement Program (TIP)
Presenter:	Matt Rasmussen/Deputy County Administrator Brian Malley/Transportation Planning Coordinator
Prepared By:	Brian Malley
Reviewed By:	Matt Mahoney/Public Works 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

A comprehensive transportation program is required by counties to be prepared and adopted for the ensuing six calendar years. The program shall include proposed road and bridge work, in addition to active-transportation (bike/ped) facilities. Copies of the program are required to be filed with the County Road Administrative Board (CRAB) no more than thirty days after adoption, and prior to December 31st of each year.

Cities and towns within Washington State are required to adopt similar programs, with an adoption deadline of June 30th of each year, which begins an annual MPO/RTPO process for development of the Regional Transportation Improvement Program (TIP) that is required to be provided to WSDOT in October. While counties are not required to adopt their programs until year-end, they traditionally participate within the MPO/RTPO process to encourage coordination with area jurisdictions and to provide greater opportunity for public input.

The Benton County DRAFT 2024-2029 Transportation Improvement Program (TIP) is provided for BOCC review at this time and is available on the Public Works website. The DRAFT TIP has been provided to the MPO/RTPO allowing for inclusion within the MPO/RTPO DRAFT TIP review process – which has a public input period ending October 7th.

The Public Works Department intends to garner any public input received through the MPO/RTPO DRAFT TIP review and schedule a BOCC public hearing for TIP adoption between October 7th and the MPO/RTPO Board meeting date of October 20th when adoption of the Regional TIP is set. This timing will allow for inclusion of Benton County projects within the adopted 2024-2029 Regional TIP.

The DRAFT 2024-2029 Six-Year Transportation Improvement Program has been prepared consistent with the above stated requirements. Upon the effective date of January 1st of the first year of program, the approved Six-Year TIP supersedes previously approved TIPs. The program may at any time be revised by BOCC, but only after a public hearing.

Fiscal Impact

See attached spreadsheet.

Recommendation

Discussion only – Adoption hearing to be scheduled in October.

Suggested Motion

N/A

PROJECT TYPE	DESCRIPTION OF TYPICAL WORK
NC	New construction involes the construction of a new roadway facility or structure where nothing of its type currently exists.
RC	Reconstruction projects may add additional travel lanes to an existing roadway or bridge and if 50 percent or more of the project length involves vertical or horizontal alignment changes, the project will be considered reconstruction.
3R	3R projects focus primarily on the preservation and extending of the service life of existing facilities and on safety enhancements. Work may include: resurfacing, pavement structural and joint repair, lane and shoulder widening, alterations to vertical grades, and horizontal curves, bridge repair, removal or protection of roadside obstacles, and improving bridges to meet current standards for structural loading and to accomodate the approach roadway width.
2R	2R projects focus primarily on restoration of pavement structure, crown correction, ride quality basic safety, and spot safety. Widening shoulders for continuity with the existing roadway cross section is acceptable.
Railroad	Roalroad is a project to reduce the accident frequency and severity at grade crossings. Project elements may include signals, bells, signage, pavement markings gates or surfacing at the crossing. Railroad-highway grade separation projects are also in this category. If the project includes other roadway work, use 3R matrix line.
Bridge New/Replacement	Bridge new/replacement is a new bridge or a replacement of an existing bridge.
Bridge Widening	Bridge widening is the widening of existing bridges.
Bridge-Other	Bridge-Other are project types that may include scour mitigation, painting, seismic retrofit, deck repair, strengthening, rehabilitation and electrical mechanical repairs.
Paths and/or Trails	Paths and/or Trails is the construction of non-motorized facilities that are independent of a roadway alignment
Pedestrian Facilities	Pedestrian facilities are projects with a main focus of providing pedestrian facilities for public use
Other	Interpretive centers, etc. projects may include bicycle facilities, structures, bus shelters, archeology and historic preservation and buildings.
Parking Facilities	Parking Facilities are projects that construct parking facilities. Project types may include Park and Ride facilities and on-street parking.

2024-2029 TRANSPORTATION IMPROVEMENT PROGRAM

PRIORITY IDENTIFIER	ROAD NUMBER	TYPE	PROJECT	FROM LOCATION	TO LOCATION	BMP	EMP	FUNCTIONAL CLASS	LENGTH (mi)	TOTAL COST EST	ENVIRONMENTAL ASSESSMENT TYPE	FUNDING STATUS (S) Secured (P) Planned	2024	2025	2026	2027	2028	2029	**NOTES
			ROADWAY IMPROVEMENT PROJECTS																
1	Varies	NC	GUIDEPOST and GUARDRAIL INSTALLATION (2019)	Various	Various					607	CE	**S**	607						
2	Varies	NC	COUNTYWIDE SAFETY IMPROVEMENTS (2021)	Various	Various					520	CE	**S**	520						
3	22220	RC	HANKS ROAD PHASE I	Crosby Road	1/2 Mile East of McDonald	6.07	7.60	06	1.53	1,500	CE	**S**	1,500						
4	11110	2R	COUNTY WELL RD - PHASE I	SR 221	McBee Rd	0.00	3.12	08	3.12	2,250	CE	**S**	2,250						
5	75650	NC	DAGUE ROAD	Terril Road	Game Farm Road	0.00	0.50	05	0.50	650	CE	**S**	650						
6	22190	RC	CROSBY ROAD PHASE II	McClure Y	M.P. 10.64	7.76	10.64	08	2.88	525	CE	**S**	525						
7	55100	RC	BADGER ROAD RE-CHANNELIZATION & OVERLAY	Wiser Pkwy	W. Clearwater Ave	11.71	12.01	03	0.36	1,160	CE	**S**	1,160						
8	44830	NC	ADAIR ROAD	Existing termini	Kennewick C/L	1.48	3.38	08	1.90	2,000	EA	**S/P**	150	100	1,750				
9	76130	BR REP	OAK ST CID BRIDGE REPLACEMENT	South approach	North approach			05		1,680	EA	**S**	168	1,512					
10	30950	BR OTHER	DISTRICT LINE CHANDLER - DECK REPAIR	South approach	North approach			00		575	CE	**S**	66	509					
11	Varies	NC	TIER 1 INTERSECTION AUDIO & VISUAL UPGRADES					05		355	CE	**S**	355						
12	Varies	NC	2023 INTERSECTION SAFETY & PED CROSSING ENHANCEMENTS					00		354	CE	**S**	354						
13	N/A	2R/3R	COUNTY RT 12/ACTIVE-TRANSPORTATION PATH REPAIRS	County Line	Prosser C/L			00		800	CE	**S**	800						
14	50180		REATA RD/BERMUDA RD INTERSECTION IMPROVEMENTS			2.80	2.90	05	0.10	1,175	CE	**S/P**		375	800				
15	55100	RC	BADGER ROAD - I-82 ROUNDABOUT & PATHWAY PROJECT	Cottonwood Drive	Kennewick C/L	10.09	12.01	03	1.92	20,850	EA	**P**				6,500	14,350		
16	11110	2R	COUNTY WELL RD - PHASE II	McBee Rd	Clodius Road	3.12	5.13	05	2.01	1,500	CE	**S/P**	50	100	1,350				
17	11110	2R	COUNTY WELL RD - PHASE III	Clodius Road	Travis Road	5.13	6.93	05	1.80	1,350	CE	**S/P**	50	85	1,215				
18	15650	2R	BERT JAMES ROAD	Sellards Road	SR 221	5.99	10.24	08	4.25	1,400	CE	**P**		1,400					
19	22220	RC	HANKS ROAD PHASE II	1/2 Mile East of McDonald	Aller Road	7.60	9.10	05	1.50	1,760	CE	**P**					1,760		
20		NC	RED MTN VICINITY ACTIVE-TRANSPORTATION PATH	Antinori	Benton C/L			00	0.00	2,000	EA	**P**			350	350	1,300		
21	55100	PATHS	BADGER ROAD PATHWAY	Dallas Road	I-82	4.679	11.765	03	7.09	5,000	CE	**P**			500		4,500		
22	15650	NC	BERT JAMES ROAD OVERLAY			5.99	10.24	08	4.25	2,050	CE	**P**				2,050			
23		PATHS	(BCMS) BADGER CORRIDOR MOBILITY STUDY	Dallas Road	Leslie/Ridgeline RAB			3	0.00	400	CE	**P**		400					
24	72030	RC	GUM STREET IMPROVEMENTS	East 36th Ave.	Kennewick C/L	0.14	1.59	05	1.45	4,250	CE	**P**			500		3,750		
25		PATHS	BENTON CITY CCP EXTENSION	C/L	Corral Creek			0	0.00	1,000	CE	**P**			200	800			
26	50010	NC	BERMUDA ROAD EXTENSION & KID CROSSING	KID	Exist Beg	-0.5	0		0.50	1,300	EA	**P**			100	200	1,000		
27	20250/20280	RC	JOHNSON & GRIFFIN RDs - INTERSECTION IMPROVEMENTS	Intersection	Intersection	-	-	09		1,250	CE	**P**					1,250		
28	20280	RC	JOHNSON ROAD	Griffin Road	CR-12	1.03	3.24	06	2.21	1,320	EA	**P**			75	75	1,170		
29		NC	PARADISE WAY	City Limits	Ruppert Road				0.00	10	EA	**P**					10		
			ANNUAL PROGRAMS & MISCELLANEOUS PROJECTS																
30	-	PATHS	PATHS & TRAILS	-	-	-	-	00	-	60	CE	**S**	20	20	20				
31	-	R.R.	RAILROAD CROSSINGS	-	-	-	-	00	-	60	CE	**S**	20	20	20				
32	-	Bridge-Other	BRIDGE REPLACEMENT PROGRAM	-	-	-	-	00	-	2,275	CE	**P**			675	1,600			
33			EMERGENT PROJECTS	Various	Various					1,500		**S**	250	250	250	250	250	250	
			TOTALS							**63,486**			**9,495**	**4,771**	**7,805**	**11,825**	**29,340**	**250**	

SAFETY PROJECTS

ACTIVE TRANSPORTATION PROJECTS

(All $'s x 1000)

UPDATED: 9/8/2023

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. / C. Project Title / D. Road Name or Number / E. Begin & End Termini / F. Project Description	B. STIP ID / G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	1	/ 000S(556) GUIDEPOST AND GUARDRAIL INSTALLATION (2019) Various Various to Various Install guardrail, guideposts, and curve signing on the following: * Oak St (#76130) about 0.70 miles north of Game Farm Rd - Guardrail * Demoss Rd (#51170) from MP 1.72-2.72 - Guardrail * Demoss Rd (#51170) from MP 3.82-3.89 - Guardrail * Webber Canyon Rd (#11180), Badger Rd (#55100), Old Inland Empire Hwy (#22150) - Guideposts and Curve Signing	WA-12636					21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	HSIP	46,100		0	4,610	50,710
S	CN	2024	HSIP	505,400		0	50,540	555,940
			Totals	**551,500**		**0**	**55,150**	**606,650**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,710	0	0	0	0
CN	555,940	0	0	0	0
Totals	**606,650**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	2	/ 000S(617) COUNTYWIDE SAFETY IMPROVEMENTS (2021) Varies Varies to Varies Install guardrail and guideposts. Add/upgrade signing, pavement markings, and transverse rumble strips.* *Dallas Rd 0.00 - 0.22 guardrail *Dallas Rd 0.90 - 1.30 guardrail *Kennedy Rd 4.28 - 4.85 guardrail *Kennedy Rd 0.00 - 4.10 guideposts Intersections/Upgrade marking and signage - Assorted (17)	WA-14523					21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	HSIP	16,500		0	0	16,500
S	CN	2024	HSIP	503,000		0	0	503,000
			Totals	**519,500**		**0**	**0**	**519,500**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	16,500	0	0	0	0
CN	503,000	0	0	0	0
Totals	**519,500**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	3	HANKS RD PHASE I Hanks Rd 6.07 (Crosby) to 7.6 Reconstruction of vertical alignment to an all weather road standard.	BCO2015-11					04	C P T W	1.530	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	100,000	100,000
S	CN	2024		0	CRAB	1,400,000	0	1,400,000
			Totals	**0**		**1,400,000**	**100,000**	**1,500,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
CN	1,400,000	0	0	0	0
Totals	**1,500,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	4	COUNTY WELL ROAD - Phase 1 County Well Rd.- 11110 SR 221 (MP 0.00) to McBee Rd (MP 3.12) Reconstruct current road to an all weather road. Existing alignment will remain the same. The road will be constructed to meet current county standards. Other items of work include Guardrails and drainage.	2014-17					04	P T	3.120	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0	CRAB	157,500	17,500	175,000
S	RW	2024		0	CRAB	45,000	5,000	50,000
P	CN	2025		0	CRAB	1,580,541	178,304	1,758,845
S	CN	2025		0	CRAB	241,959	24,196	266,155
			Totals	**0**		**2,025,000**	**225,000**	**2,250,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
RW	50,000	0	0	0	0
CN	0	2,025,000	0	0	0
Totals	**100,000**	**2,025,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	5	DAGUE RD Dague Rd - 75650 Terril Rd to Game Farm Rd Proposed new collector roadway to be built to an all weather standard (CE-2121).	BCO2016-01					01	C G P T	0.500	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	95,000	95,000
S	CN	2024		0		0	555,000	555,000
			Totals	**0**		**0**	**650,000**	**650,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	95,000	0	0	0	0
CN	555,000	0	0	0	0
Totals	**650,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	6	CROSBY ROAD PHASE II Crosby Rd. 7.76 to 10.64 This project restores a worn section of roadway, filling in ruts with crushed rock material before applying a wedge penetration overlay. It includes restoring the road as well as to widen shoulder sections. Crosby Road is a rural minor collector in northwest Benton County.	WA-12181					04	P T	2.880	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	75,000	75,000
S	CN	2024		0		0	450,000	450,000
			Totals	**0**		**0**	**525,000**	**525,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	75,000	0	0	0	0
CN	450,000	0	0	0	0
Totals	**525,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	7	BADGER ROAD RE-CHANNELIZATION & OVERLAY Badger Road - 55100 11.70 to 12.006 The Badger Road Re-channelization & Overlay project aims to provide for safer traffic movements at both eastbound and westbound ramps of I-82 Exit 109, consisting of reconstruction of the existing roadway shoulders, milling and repaving of the traveled way, and revised striping and delineation.	WA-14657 55100					03		0.360	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	140,000	140,000
S	CN	2024		0		0	1,020,000	1,020,000
			Totals	**0**		**0**	**1,160,000**	**1,160,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	140,000	0	0	0	0
CN	1,020,000	0	0	0	0
Totals	**1,160,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	8	ADAIR ROAD Adair Rd - 44830 1.484 to 3.384 The proposed project would build approximately 1.9 miles of new collector roadway from the current northern end of Adair Road to Christensen Road. This segment will provide an alternative secondary access to commercial and industrial zoned properties, eliminating the need for redundant routing and reducing commerce-associated VMTs.	WA-10229 44830					01	P T	1.900	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	150,000	150,000
S	RW	2025		0		0	100,000	100,000
P	CN	2027	STBG(UL)	1,750,000		0	0	1,750,000
			Totals	**1,750,000**		**0**	**250,000**	**2,000,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	150,000	0	0	0
RW	0	0	100,000	0	0
CN	0	0	0	1,650,000	0
Totals	**0**	**150,000**	**100,000**	**1,650,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	9	OAK ST CID BRIDGE REPLACEMENT Oak St - 76130 South approach to North approach The OAK ST CID BRIDGE Replacement provides a new concrete structure replacing a functionally obsolete facility, first constructed in 1958. The new facility will have increased load capacity, in addition to providing for a wider crossing appropriate for increased traffic volumes and providing potential for use by pedestrians and alternate modes of transportation.	WA-15544 08229000					11		0.010	EA	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	BR	168,000		0	0	168,000
S	CN	2025	BR	1,512,000		0	0	1,512,000
			Totals	**1,680,000**		**0**	**0**	**1,680,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	168,000	0	0	0	0
CN	0	1,512,000	0	0	0
Totals	**168,000**	**1,512,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	10	DISTRICT LINE CHANDLER - DECK REPAIR District Line - 30950 South approach to North approach The District Line Chandler Bridge AC Overlay project will address bridge deck deterioration upon a timber-frame structure first constructed in 1953. This project calls for replacement of the Asphalt Concrete Overlay and bridge approaches, in addition to correcting guardrail deficiencies.	WA-15543 08156700					47		0.010	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	BR	66,000		0	0	66,000
S	CN	2025	BR	509,000		0	0	509,000
			Totals	**575,000**		**0**	**0**	**575,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	66,000	0	0	0	0
CN	0	509,000	0	0	0
Totals	**66,000**	**509,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	11	TIER 1 INTERSECTION AUDIO & VISUAL UPGRADES Varies to This project will increase driver awareness at two intersections by transitioning warning systems away from solar dependency and connecting to Single Phase power coupled with the installation of electrified warning signage/posts. Location 1: Sellards Rd./Travis Rd. Location 2: E. 27th Ave./S. Gum St.	WA-15556					21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	HSIP	41,000		0	0	41,000
S	CN	2024	HSIP	314,000		0	0	314,000
			Totals	**355,000**		**0**	**0**	**355,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	41,000	0	0	0	0
CN	314,000	0	0	0	0
Totals	**355,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	12	2023 INTERSECTION SAFETY & PEDESTRIAN CROSSING ENHANCEMENTS Varies to Install pavement markings, rectangular rapid flashing beacons, and install/upgrade signing. Intersections: N. Gap Rd/W. King Tull Rd, W. Johnson Rd/Missimer Rd, W. Johnson Rd/N. Wilgus Rd, Missimer Rd/W. King Tull Rd. Crosswalks: Cottonwood Creek, MP 0.84 and MP 0.94 (including RRFBs)	WA-15557					21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	HSIP	41,000		0	0	41,000
S	CN	2024	HSIP	313,000		0	0	313,000
			Totals	**354,000**		**0**	**0**	**354,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	41,000	0	0	0	0
CN	313,000	0	0	0	0
Totals	**354,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	13	COUNTY RT 12/ACTIVE-TRANSPORTATION PATH REPAIRS County Line to Prosser C/L This project will provide for pathway restoration between Missimer Rd and Prosser City limits (oldest portion) and preventative maintenance to the west to the county line. Restoration and preventative maintenance efforts will extend the life expectancy of the facility.	WA-15554					28		4.050	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	50,000	50,000
S	CN	2024		0		0	750,000	750,000
			Totals	**0**		**0**	**800,000**	**800,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
CN	750,000	0	0	0	0
Totals	**800,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	14	REATA RD/BERMUDA RD INTERSECTION IMPROVEMENTS Reata Rd - 50180 2.8 to 2.9 Intersection safety improvements, anticipated as single-lane roundabout to coincide with Reata Rd widening and active transportation pathway improvements completed in coordination with City of Richland.	WA-15555					21		0.100	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2025		0		0	275,000	275,000
S	RW	2025		0		0	100,000	100,000
P	CN	2026	HSIP	800,000		0	0	800,000
			Totals	**800,000**		**0**	**375,000**	**1,175,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	275,000	0	0	0
RW	0	100,000	0	0	0
CN	0	0	800,000	0	0
Totals	**0**	**375,000**	**800,000**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	15	BADGER ROAD - Interstate 82 Roundabout and Pathway Project Badger Rd - 55100 10.09 to 12.01 This project is to install four roundabouts along Badger Road, three at the interchange with Interstate 82 and the fourth one at Cottonwood Drive. A non-motorized vehicle pathway will be constructed from Cottonwood Drive to the Kennewick city limits.	WA-12182 55100	08/02/22	08/02/22		2022-532	04	C G P T	2.210	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	6,500,000	6,500,000
P	CN	2028	BUILD	14,350,000		0	0	14,350,000
			Totals	**14,350,000**		**0**	**6,500,000**	**20,850,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	6,500,000	0
CN	0	0	0	0	14,350,000
Totals	**0**	**0**	**0**	**6,500,000**	**14,350,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	16	COUNTY WELL ROAD - Phase II County Well Rd 3.12 to 5.13 Reconstruct current road to an all weather road. Existing alignment will remain the same. The road will be constructed to meet current county standards. Other items of work include Guardrails and drainage.	WA-14600					04		2.010	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	50,000	50,000
P	PE	2025		0	CRAB	100,000	0	100,000
P	CN	2026	STBG(R)	1,167,000		0	183,000	1,350,000
			Totals	**1,167,000**		**100,000**	**233,000**	**1,500,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	100,000	0	0	0
CN	0	0	1,350,000	0	0
Totals	**50,000**	**100,000**	**1,350,000**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	17	COUNTY WELL ROAD - Phase III County Well Rd 5.13 to 6.93 Reconstruct current road to an all weather road. Existing alignment will remain the same. The road will be constructed to meet current county standards. Other items of work include Guardrails and drainage.	WA-14601	08/02/22	08/02/22		2022-532	04		1.800	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2026		0		0	50,000	50,000
P	PE	2026		0	CRAB	85,000	0	85,000
P	CN	2027	STBG(R)	1,050,000		0	165,000	1,215,000
			Totals	**1,050,000**		**85,000**	**215,000**	**1,350,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	135,000	0	0
CN	0	0	0	1,215,000	0
Totals	**0**	**0**	**135,000**	**1,215,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	18	BERT JAMES ROAD Bert James Rd - 15560 Sellards Rd (MP 5.98) to SR 221 Reconstruct a 2 lane road segment with Bituminous Surface Treatment (BST), to improve structure allowing it to better serve its' function. (CE-2117)	BCO2012-17 15560	08/02/22	08/02/22		2022-532	04	P T	4.250	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0	CRAB	180,000	20,000	200,000
P	CN	2025		0	CRAB	1,080,000	120,000	1,200,000
			Totals	**0**		**1,260,000**	**140,000**	**1,400,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	200,000	0	0	0
CN	0	1,200,000	0	0	0
Totals	**0**	**1,400,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	19	BCO2015-10 HANKS RD PHASE II Hanks Rd - 22220 7.6 to 9.1 Reconstruction of vertical and horizontal alignment to an all weather road standard.	22220	08/02/22	08/02/22		2022-532	04	C P T W	1.530	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028	STP(R)	50,000		0	0	50,000
P	RW	2028	STBG(R)	10,000		0	0	10,000
P	CN	2028	STBG(R)	1,640,000	CRAB	60,000	0	1,700,000
			Totals	**1,700,000**		**60,000**	**0**	**1,760,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	50,000
RW	0	0	0	0	10,000
CN	0	0	0	0	1,700,000
Totals	**0**	**0**	**0**	**0**	**1,760,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	20	RED MOUNTAIN VICINITY ACTIVE-TRANSPORTATION PATH Antinori Rd 0.00 to Benton City This project will provide for an Active Transportation pathway, providing a linking connection from the SR 224 pathway (currently under construction) to the City of Benton City.	WA-15530					28		3.000	EA	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	STBG(UL)	350,000		0	0	350,000
P	RW	2027		0	Ped/Bike Program	350,000	0	350,000
P	CN	2028		0	Ped/Bike Program	1,300,000	0	1,300,000
			Totals	**350,000**		**1,650,000**	**0**	**2,000,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	350,000	0	0
RW	0	0	0	350,000	0
CN	0	0	0	0	1,300,000
Totals	**0**	**0**	**350,000**	**350,000**	**1,300,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	21	BADGER ROAD PATHWAY Badger Road - 55100 4.679 to 11.765 This project proposes to construct multimodal pathways along either side of Badger Road from approximately Dallas Road to I-82 (about seven miles). REVIEW FUNDING FOR ADEQUACY	WA-10232 55100					28	C P T	7.100	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	500,000	500,000
P	CN	2028		0		0	4,500,000	4,500,000
			Totals	**0**		**0**	**5,000,000**	**5,000,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	250,000	250,000	0
CN	0	0	0	0	4,500,000
Totals	**0**	**0**	**250,000**	**250,000**	**4,500,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	22	BERT JAMES ROAD OVERLAY Bert James Rd - 15650 5.99 to 10.24 Overlay 4.25 miles of the existing roadway with Bituminous Surface Treatment (BST) in order to improve its surface so that it might better function in its capacity. (CE-2117)	WA-09498 15650	07/26/22	07/26/22		2022-532	04	P T	4.250	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0	CRAB	184,500	20,500	205,000
P	CN	2027		0	CRAB	1,660,500	184,500	1,845,000
			Totals	**0**		**1,845,000**	**205,000**	**2,050,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	205,000	0
CN	0	0	0	1,845,000	0
Totals	**0**	**0**	**0**	**2,050,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	23	(BCMS) BADGER CORRIDOR MOBILITY STUDY Badger Rd - 55100 Dallas to Leslie/Ridgeline RAB The BCMS aims to identify solutions to safety issues associated with the I-82 Interchange and its' interaction with Wiser Parkway and Badger Road for motor vehicles and active transportation users. BCMS aims to provide an evaluation of potential connections for an active transportation network serving the general Badger Corridor area, providing connection to the metropolitan active transportation system that already exists. The mobility study intends to also explore potential sites for ride sharing facilities, as well as coordinating with key stakeholders to identify desired routes and any necessary preservation of right-of-way.	WA-14524					18			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0		0	400,000	400,000
			Totals	**0**		**0**	**400,000**	**400,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	400	0	0	0
Totals	**0**	**400**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	24	GUM STREET IMPROVEMENTS Gum St East 36th Ave to City Limits Widening of roadway to meet city of Kennewick standards, to include bike lanes and curb, gutter, sidewalks. Set back utilities and re-establish existing right of way.	WA-13960					03	C P T W		CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	TIB	500,000	0	500,000
P	CN	2028		0	TIB	3,750,000	0	3,750,000
			Totals	**0**		**4,250,000**	**0**	**4,250,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	500,000	0	0
CN	0	0	0	0	3,750,000
Totals	**0**	**0**	**500,000**	**0**	**3,750,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	25	BENTON CITY CCP (COMMUNITY CONNECTOR PATH) EXTENSION city limits to Corral Creek Extension of existing pathway within Benton City limits, to north toward Corral Creek, or potentially Highlands Road.	WA-14526					28		1.000	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	Ped/Bike Program	160,000	40,000	200,000
P	CN	2027		0	Ped/Bike Program	640,000	160,000	800,000
			Totals	**0**		**800,000**	**200,000**	**1,000,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	200,000	0	0
CN	0	0	0	800,000	0
Totals	**0**	**0**	**200,000**	**800,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. / C. Project Title / D. Road Name or Number / E. Begin & End Termini / F. Project Description	B. STIP ID / G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	26	BERMUDA ROAD EXTENSION & KID CROSSING Bermuda Road - 50010 to 0.00 Southerly extension of Bermuda Road. Approximately 1/2 mile of new roadway.	WA-15548					01		0.500	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	100,000	100,000
P	RW	2027		0		0	200,000	200,000
P	CN	2027		0		0	1,000,000	1,000,000
			Totals	**0**		**0**	**1,300,000**	**1,300,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	100,000	0	0
RW	0	0	0	200,000	0
CN	0	0	0	1,000,000	0
Totals	**0**	**0**	**100,000**	**1,200,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	27	JOHNSON & GRIFFIN RDs - Intersection Improvements Johnson Rd & Griffin Rd - 20250 / 20280 Intersection to Intersection Improvements to .5 miles around the intersection to improve widths and sight triangles.	BCO2012-19 20250 / 20280					01	P T	0.500	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	100,000	100,000
P	RW	2028		0		0	150,000	150,000
P	CN	2028		0		0	1,000,000	1,000,000
			Totals	**0**		**0**	**1,250,000**	**1,250,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
RW	0	0	0	0	150,000
CN	0	0	0	0	1,000,000
Totals	**0**	**0**	**0**	**0**	**1,250,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	28	JOHNSON ROAD Johnson Rd - 20280 1.03 to 3.24 This project would rebuild a portion of Johnson Road to current prescribed standards. (CE-2107? CONFIRM)	WA-12180 20280	08/02/22	08/02/22		2022-532	04	P T	2.210	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	75,000	75,000
P	RW	2027		0		0	75,000	75,000
P	CN	2028		0		0	1,170,000	1,170,000
			Totals	**0**		**0**	**1,320,000**	**1,320,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	75,000	0	0
RW	0	0	0	75,000	0
CN	0	0	0	0	1,170,000
Totals	**0**	**0**	**75,000**	**75,000**	**1,170,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	29	PARADISE WAY City Limits to Ruppert Road Construction of a new road. Project would serve as the extension of City of West Richland's Paradise Way Extension/Phase VI.	WA-14612					01		0.750	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	10,000	10,000
			Totals	**0**		**0**	**10,000**	**10,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	10,000
Totals	**0**	**0**	**0**	**0**	**10,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	30	PATHS & TRAILS various various to various Construct & Repair Paths & Trails, as required. (Emergent path projects)	BCO2012-24					44			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2024		0		0	60,000	60,000
			Totals	**0**		**0**	**60,000**	**60,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	20,000	20,000	20,000	0	0
Totals	**20,000**	**20,000**	**20,000**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	31	RAILROAD CROSSINGS various various to various Upgrade RR-Xings, when approved for funding.	BCO2012-26	08/02/22	08/02/22		2022-532	22			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2024		0		0	60,000	60,000
			Totals	**0**		**0**	**60,000**	**60,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	20,000	20,000	0	0	0
Totals	**20,000**	**20,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	32	BRIDGE REPLACEMENT PROGRAM varies Varies to varies Ongoing replacement program aimed at ensuring Bridge adequacy and safety of County bridges. Projects will address any functionally obsolete and/or structurally deficient facilities, based on County Engineer prioritization based on the Annual Bridge Report.	WA-14537					10				No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	CRAB	600,000	0	600,000
P	RW	2026		0	CRAB	75,000	0	75,000
P	CN	2027		0	CRAB	1,600,000	0	1,600,000
			Totals	**0**		**2,275,000**	**0**	**2,275,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	600,000	0	0
RW	0	0	75,000	0	0
CN	0	0	0	1,675,000	0
Totals	**0**	**0**	**675,000**	**1,675,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	33	EMERGENT PROJECTS various various to various Construct emergent projects.	BCO2012-27					04			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2024		0		0	1,500,000	1,500,000
			Totals	**0**		**0**	**1,500,000**	**1,500,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	250,000	250,000	250,000	250,000	500,000
Totals	**250,000**	**250,000**	**250,000**	**250,000**	**500,000**

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Benton Co.	**25,202,000**		**15,750,000**	**22,533,150**	**63,485,150**

DRAFT
2024 - 2029 TRANSPORTATION IMPROVEMENT PROGRAM

Presented to Benton County Commission

September 19, 2023

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

- *RCW 36.81.121* requires that the legislative body of each county, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years.
- The Six-Year Transportation Improvement Program (TIP) is a Planning & Budgeting project array synonymous with "Six Year Road Plan" – Based upon the adopted budget and consistent with the county's Annual Construction Program.
- Queues up transportation system improvements that may be funded in the coming six-year planning horizon
  - Higher priority, fully or partially funded projects are listed in early years with lower priority, unfunded projects listed toward the end of the six-year period.
  - TIPs are required to be prepared:
    - Based on Annual Bridge Report
    - With intent to preserve Railroad right-of-way, where applicable
    - With Active Transportation projects identified and included
- Regional Transportation Planning Organizations (RTPOs) assemble individual agency TIPs into a Regional Transportation Improvement Program (RTIP) which are next ascended to the statewide level and combined with RTIPs from all RTPOs to form the Statewide Transportation Improvement Program (STIP).

Visit the Benton County Public Works page, for more information:

https://www.co.benton.wa.us/pview.aspx?id=10589&catid=45

BOLD TEXT = SECURED FUNDING

BOLD LIGHT ITALICIZED = PARTIALLY SECURED

NON-BOLD TEXT = PLANNED FUNDS (NOT YET SECURED)

Project funding is pursued through a variety of federal, state, and local sources - When funding is secured, a TIP amendment is processed reflecting the secured status of funds which allows the project to advance.

Typically, projects with secured funding "float" to the top of an agency's TIP….Thus, in subsequent TIPs, it would be common for a funded project to "climb" a county's priority listing.

ROADWAY IMPROVEMENT PROJECTS

- **HANKS ROAD PHASE I**
- **COUNTY WELL RD – PHASE I**
- **DAGUE ROAD**
- **CROSBY ROAD PHASE II**
- **BADGER ROAD RE-CHANNELIZATION & OVERLAY**
- ***ADAIR ROAD (PE & RW funded locally)***
- **OAK ST CID BRIDGE REPLACEMENT**
- **DISTRICT LINE CHANDLER – DECK REPAIR**
- BADGER ROAD - I-82 ROUNDABOUTS & PATHWAY
- ***COUNTY WELL RD – PHASE II (PE funded locally)***
- ***COUNTY WELL RD – PHASE III (PE funded locally)***
- BERT JAMES ROAD
- HANKS ROAD PHASE II
- BERT JAMES ROAD OVERLAY
- (BCMS) BADGER CORRIDOR MOBILITY STUDY
- GUM STREET IMPROVEMENTS
- BERMUDA ROAD EXTENSION & KID CROSSING
- JOHNSON & GRIFFIN RDs – INTERSECTION IMPROVEMENTS
- JOHNSON ROAD
- PARADISE WAY

SAFETY PROJECTS

- **(2019) GUIDEPOST and GUARDRAIL INSTALLATION**
- **(2021) COUNTYWIDE SAFETY IMPROVEMENTS**
- **(2023) TIER 1 INTERSECTION AUDIO & VISUAL UPGRADES**
- **(2023) INTERSECTION SAFETY & PED CROSSING ENHANCEMENTS**
- REATA RD/BERMUDA RD INTERSECTION IMPROVEMENTS **(PE funded locally)**

ACTIVE-TRANSPORTATION PROJECTS

- **COUNTY RT 12/ACTIVE-TRANSPORTATION PATH REPAIRS**
- RED MTN VICINITY ACTIVE-TRANSPORTATION PATH
- BADGER ROAD PATHWAY
- BENTON CITY CCP EXTENSION

ANNUAL PROGRAMS & MISCELLANEOUS PROJECTS

- **PATHS & TRAILS**
- **RAILROAD CROSSINGS**
- BRIDGE REPLACEMENT PROGRAM
- **EMERGENT PROJECTS**

PROJECT TYPES & FUNDING STATUS

Benton County Public Works
DRAFT 2024 - 2029 Transportation Improvement Program

	(Priority #)	Project Name	Funding Source
▸	(9)	OAK STREET CID BRIDGE REPLACEMENT	2023 Bridge Program submittal
▸	(10)	DISTRICT LINE CHANDLER - DECK REPAIR	2023 Bridge Program submittal
▸	(11)	TIER 1 INTERSECTION AUDIO & VISUAL UPGRADES	2023 HSIP submittal
▸	(12)	2023 INTERSECTION SAFETY & PED CROSSING ENHANCEMENTS	2023 HSIP submittal
▸	(13)	COUNTY RT 12/ACTIVE-TRANSPORTATION PATH REPAIRS	Local funds (potential CRP funds)
▸	(21)	RED MTN VICINITY ACTIVE-TRANSPORTATION PATH	*NOT SECURED*

NEW PROJECTS

TIP DEVELOPMENT, REVIEW, AND ADOPTION TIMELINE

- Inter-Agency & Internal Staff Program review and development
- DRAFT TIP submitted to MPO/RTPO
- MPO/RTPO Open House scheduled for Sept 20th
- DRAFT TIP available on Public Works page of County website
- Benton County Commission Public Hearing scheduled Oct 17, 2023
- MPO/RTPO Scheduled to adopt Regional TIP (RTIP) Oct 20, 2023
- Adopted 2024-29 Benton County TIP will be effective Jan 1, 2024

- Public Works staff welcome input

- Thanks to the Benton County Commission for their support of the Public Works Department and the projects detailed in the ***2024-2029 Transportation Improvement Program***

- Questions welcome!

THANK YOU!

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/19/2023
Subject:	Update to Public Works Organizational Chart
Presenter:	Matt Mahoney, Matt Rasmussen
Prepared By:	Shela Berry
Reviewed By:	Matt Rasmussen

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

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

Summary / Background Information

The Public Works Road Department has found the need to restructure the Maintenance and Administrative divisions. Maintenance staffing levels have remained constant as infrastructure and maintenance requirements have increased. This increase along with staffing and resource complications has resulted in slower response times and less preventive maintenance to Public Works facilities and infrastructure. Since 2014, County Road culverts have increased from 1,681 to 4,321. The need for a storm water maintenance program is prevalent. The increased need for inventory control and accounting activities has gone up with these changes. The following changes are proposed:

Eliminate Administrative Assistant (NB 15) -$136,824

Eliminate Temporary Help -$169,580

Eliminate OA 1 (CH1) -$34,613

Reduce the OT Budget -$94,131

Add Accounting Assistant III (CH 5) +$84,172

Add 2 Road Superintendents (NB 16) +$217,358

Add 1 Maintenance Workers II (T 11) +$72,385

Add applicable benefits +$61,233

Fiscal Impact

This is a budget neutral change in labor and benefits within the County Road Fund.

Recommendation

Recommend the Board of Benton County Commissioners approve the updated organizational chart and position changes.

Suggested Motion

I move to approve a Resolution updating the Benton County Public Works organizational chart.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON IN THE MATTER OF APPROVING THE UPDATED BENTON COUNTY PUBLIC WORKS DEPARTMENT ORGANIZATION CHART

WHEREAS, pursuant to recent structural revisions to the Public Works Department, several staffing position changes to the department are necessary; and

WHEREAS, a revised Benton County Public Works Department organizational chart has been prepared reflecting these changes; **NOW THEREFORE,**

BE IT RESOLVED, that the revised Public Works Department organizational chart, attached, be hereby approved; and,

BE IT FURTHER RESOLVED, these changes take effect September 19th, 2023; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification.

Dated this _____ day of_____, 2023.

_____

Chairman of the Board

_____

Chairman Pro-Tem

_____

Commissioner

Attest:_____

Clerk of the Board

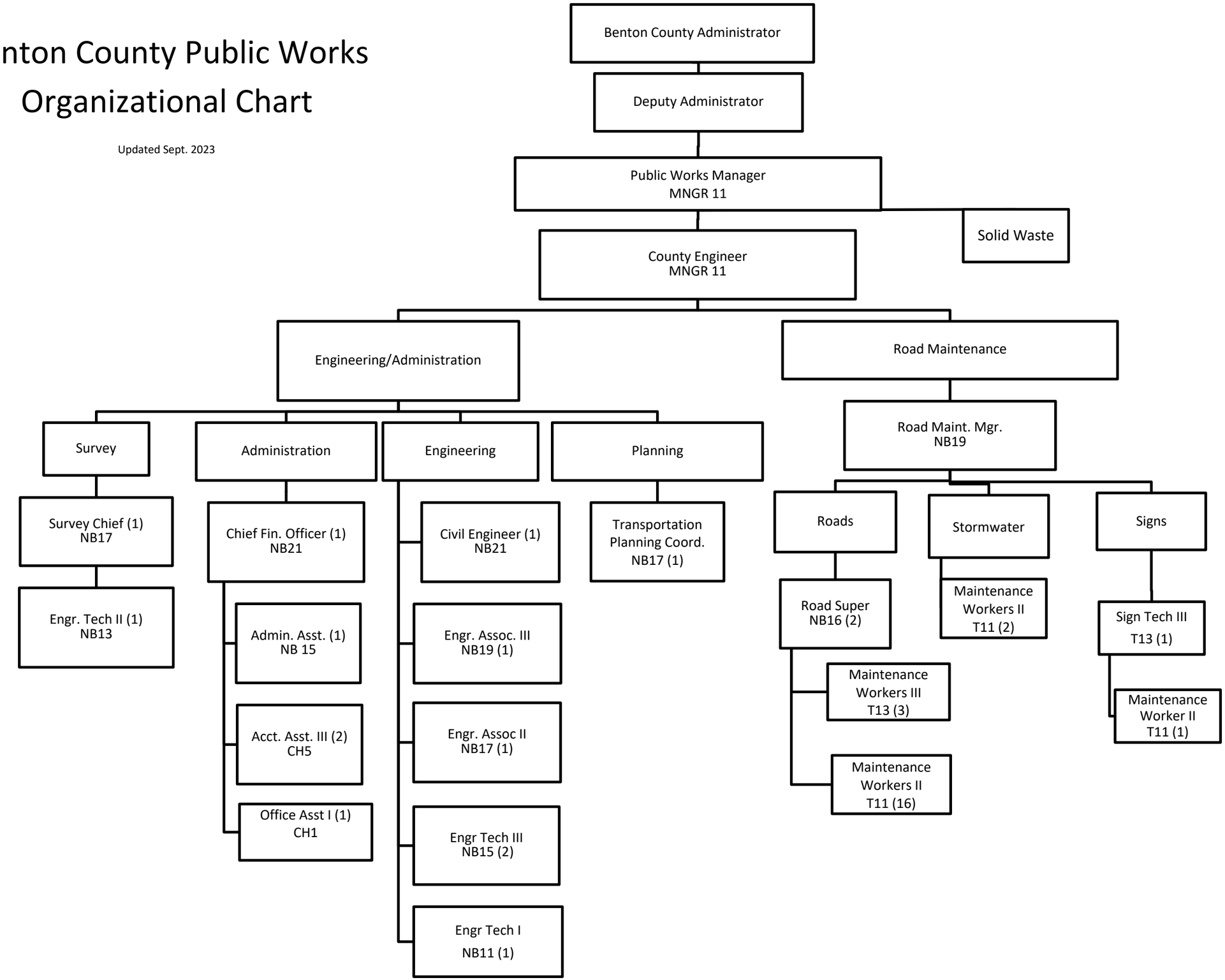
Constituting the Board of County Commissioners of Benton County, Washington.

Orig.: Public Works

S. Berry

Benton County Public Works Organizational Chart

Updated Sept. 2023



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 19, 2023
Subject:	DRAFT 2024-2029 Six-Year Transportation Improvement Program (TIP)
Presenter:	Matt Rasmussen/Deputy County Administrator Brian Malley/Transportation Planning Coordinator
Prepared By:	Brian Malley
Reviewed By:	Matt Mahoney/Public Works 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

A comprehensive transportation program is required by counties to be prepared and adopted for the ensuing six calendar years. The program shall include proposed road and bridge work, in addition to active-transportation (bike/ped) facilities. Copies of the program are required to be filed with the County Road Administrative Board (CRAB) no more than thirty days after adoption, and prior to December 31st of each year.

Cities and towns within Washington State are required to adopt similar programs, with an adoption deadline of June 30th of each year, which begins an annual MPO/RTPO process for development of the Regional Transportation Improvement Program (TIP) that is required to be provided to WSDOT in October. While counties are not required to adopt their programs until year-end, they traditionally participate within the MPO/RTPO process to encourage coordination with area jurisdictions and to provide greater opportunity for public input.

The Benton County DRAFT 2024-2029 Transportation Improvement Program (TIP) is provided for BOCC review at this time and is available on the Public Works website. The DRAFT TIP has been provided to the MPO/RTPO allowing for inclusion within the MPO/RTPO DRAFT TIP review process – which has a public input period ending October 7th.

The Public Works Department intends to garner any public input received through the MPO/RTPO DRAFT TIP review and schedule a BOCC public hearing for TIP adoption between October 7th and the MPO/RTPO Board meeting date of October 20th when adoption of the Regional TIP is set. This timing will allow for inclusion of Benton County projects within the adopted 2024-2029 Regional TIP.

The DRAFT 2024-2029 Six-Year Transportation Improvement Program has been prepared consistent with the above stated requirements. Upon the effective date of January 1st of the first year of program, the approved Six-Year TIP supersedes previously approved TIPs. The program may at any time be revised by BOCC, but only after a public hearing.

Fiscal Impact

See attached spreadsheet.

Recommendation

Discussion only – Adoption hearing to be scheduled in October.

Suggested Motion

N/A

PROJECT TYPE	DESCRIPTION OF TYPICAL WORK
NC	New construction involes the construction of a new roadway facility or structure where nothing of its type currently exists.
RC	Reconstruction projects may add additional travel lanes to an existing roadway or bridge and if 50 percent or more of the project length involves vertical or horizontal alignment changes, the project will be considered reconstruction.
3R	3R projects focus primarily on the preservation and extending of the service life of existing facilities and on safety enhancements. Work may include: resurfacing, pavement structural and joint repair, lane and shoulder widening, alterations to vertical grades, and horizontal curves, bridge repair, removal or protection of roadside obstacles, and improving bridges to meet current standards for structural loading and to accomodate the approach roadway width.
2R	2R projects focus primarily on restoration of pavement structure, crown correction, ride quality basic safety, and spot safety. Widening shoulders for continuity with the existing roadway cross section is acceptable.
Railroad	Roalroad is a project to reduce the accident frequency and severity at grade crossings. Project elements may include signals, bells, signage, pavement markings gates or surfacing at the crossing. Railroad-highway grade separation projects are also in this category. If the project includes other roadway work, use 3R matrix line.
Bridge New/Replacement	Bridge new/replacement is a new bridge or a replacement of an existing bridge.
Bridge Widening	Bridge widening is the widening of existing bridges.
Bridge-Other	Bridge-Other are project types that may include scour mitigation, painting, seismic retrofit, deck repair, strengthening, rehabilitation and electrical mechanical repairs.
Paths and/or Trails	Paths and/or Trails is the construction of non-motorized facilities that are independent of a roadway alignment
Pedestrian Facilities	Pedestrian facilities are projects with a main focus of providing pedestrian facilities for public use
Other	Interpretive centers, etc. projects may include bicycle facilities, structures, bus shelters, archeology and historic preservation and buildings.
Parking Facilities	Parking Facilities are projects that construct parking facilities. Project types may include Park and Ride facilities and on-street parking.

2024-2029 TRANSPORTATION IMPROVEMENT PROGRAM

PRIORITY IDENTIFIER	ROAD NUMBER	TYPE	PROJECT	FROM LOCATION	TO LOCATION	BMP	EMP	FUNCTIONAL CLASS	LENGTH (mi)	TOTAL COST EST	ENVIRONMENTAL ASSESSMENT TYPE	FUNDING STATUS (S) Secured (P) Planned	2024	2025	2026	2027	2028	2029	**NOTES
			ROADWAY IMPROVEMENT PROJECTS																
1	Varies	NC	GUIDEPOST and GUARDRAIL INSTALLATION (2019)	Various	Various					607	CE	**S**	607						
2	Varies	NC	COUNTYWIDE SAFETY IMPROVEMENTS (2021)	Various	Various					520	CE	**S**	520						
3	22220	RC	HANKS ROAD PHASE I	Crosby Road	1/2 Mile East of McDonald	6.07	7.60	06	1.53	1,500	CE	**S**	1,500						
4	11110	2R	COUNTY WELL RD - PHASE I	SR 221	McBee Rd	0.00	3.12	08	3.12	2,250	CE	**S**	2,250						
5	75650	NC	DAGUE ROAD	Terril Road	Game Farm Road	0.00	0.50	05	0.50	650	CE	**S**	650						
6	22190	RC	CROSBY ROAD PHASE II	McClure Y	M.P. 10.64	7.76	10.64	08	2.88	525	CE	**S**	525						
7	55100	RC	BADGER ROAD RE-CHANNELIZATION & OVERLAY	Wiser Pkwy	W. Clearwater Ave	11.71	12.01	03	0.36	1,160	CE	**S**	1,160						
8	44830	NC	ADAIR ROAD	Existing termini	Kennewick C/L	1.48	3.38	08	1.90	2,000	EA	**S/P**	150	100	1,750				
9	76130	BR REP	OAK ST CID BRIDGE REPLACEMENT	South approach	North approach			05		1,680	EA	**S**	168	1,512					
10	30950	BR OTHER	DISTRICT LINE CHANDLER - DECK REPAIR	South approach	North approach			00		575	CE	**S**	66	509					
11	Varies	NC	TIER 1 INTERSECTION AUDIO & VISUAL UPGRADES					05		355	CE	**S**	355						
12	Varies	NC	2023 INTERSECTION SAFETY & PED CROSSING ENHANCEMENTS					00		354	CE	**S**	354						
13	N/A	2R/3R	COUNTY RT 12/ACTIVE-TRANSPORTATION PATH REPAIRS	County Line	Prosser C/L			00		800	CE	**S**	800						
14	50180		REATA RD/BERMUDA RD INTERSECTION IMPROVEMENTS			2.80	2.90	05	0.10	1,175	CE	**S/P**		375	800				
15	55100	RC	BADGER ROAD - I-82 ROUNDABOUT & PATHWAY PROJECT	Cottonwood Drive	Kennewick C/L	10.09	12.01	03	1.92	20,850	EA	**P**				6,500	14,350		
16	11110	2R	COUNTY WELL RD - PHASE II	McBee Rd	Clodius Road	3.12	5.13	05	2.01	1,500	CE	**S/P**	50	100	1,350				
17	11110	2R	COUNTY WELL RD - PHASE III	Clodius Road	Travis Road	5.13	6.93	05	1.80	1,350	CE	**S/P**	50	85	1,215				
18	15650	2R	BERT JAMES ROAD	Sellards Road	SR 221	5.99	10.24	08	4.25	1,400	CE	**P**		1,400					
19	22220	RC	HANKS ROAD PHASE II	1/2 Mile East of McDonald	Aller Road	7.60	9.10	05	1.50	1,760	CE	**P**					1,760		
20		NC	RED MTN VICINITY ACTIVE-TRANSPORTATION PATH	Antinori	Benton C/L			00	0.00	2,000	EA	**P**			350	350	1,300		
21	55100	PATHS	BADGER ROAD PATHWAY	Dallas Road	I-82	4.679	11.765	03	7.09	5,000	CE	**P**			500		4,500		
22	15650	NC	BERT JAMES ROAD OVERLAY			5.99	10.24	08	4.25	2,050	CE	**P**				2,050			
23		PATHS	(BCMS) BADGER CORRIDOR MOBILITY STUDY	Dallas Road	Leslie/Ridgeline RAB			3	0.00	400	CE	**P**		400					
24	72030	RC	GUM STREET IMPROVEMENTS	East 36th Ave.	Kennewick C/L	0.14	1.59	05	1.45	4,250	CE	**P**			500		3,750		
25		PATHS	BENTON CITY CCP EXTENSION	C/L	Corral Creek			0	0.00	1,000	CE	**P**			200	800			
26	50010	NC	BERMUDA ROAD EXTENSION & KID CROSSING	KID	Exist Beg	-0.5	0		0.50	1,300	EA	**P**			100	200	1,000		
27	20250/20280	RC	JOHNSON & GRIFFIN RDs - INTERSECTION IMPROVEMENTS	Intersection	Intersection	-	-	09		1,250	CE	**P**					1,250		
28	20280	RC	JOHNSON ROAD	Griffin Road	CR-12	1.03	3.24	06	2.21	1,320	EA	**P**			75	75	1,170		
29		NC	PARADISE WAY	City Limits	Ruppert Road				0.00	10	EA	**P**					10		
			ANNUAL PROGRAMS & MISCELLANEOUS PROJECTS																
30	-	PATHS	PATHS & TRAILS	-	-	-	-	00	-	60	CE	**S**	20	20	20				
31	-	R.R.	RAILROAD CROSSINGS	-	-	-	-	00	-	60	CE	**S**	20	20	20				
32	-	Bridge-Other	BRIDGE REPLACEMENT PROGRAM	-	-	-	-	00	-	2,275	CE	**P**			675	1,600			
33			EMERGENT PROJECTS	Various	Various					1,500		**S**	250	250	250	250	250	250	
			TOTALS							**63,486**			**9,495**	**4,771**	**7,805**	**11,825**	**29,340**	**250**	

SAFETY PROJECTS

ACTIVE TRANSPORTATION PROJECTS

(All $'s x 1000)

UPDATED: 9/8/2023

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. / C. Project Title / D. Road Name or Number / E. Begin & End Termini / F. Project Description	B. STIP ID / G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	1	/ 000S(556) GUIDEPOST AND GUARDRAIL INSTALLATION (2019) Various Various to Various Install guardrail, guideposts, and curve signing on the following: * Oak St (#76130) about 0.70 miles north of Game Farm Rd - Guardrail * Demoss Rd (#51170) from MP 1.72-2.72 - Guardrail * Demoss Rd (#51170) from MP 3.82-3.89 - Guardrail * Webber Canyon Rd (#11180), Badger Rd (#55100), Old Inland Empire Hwy (#22150) - Guideposts and Curve Signing	WA-12636					21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	HSIP	46,100		0	4,610	50,710
S	CN	2024	HSIP	505,400		0	50,540	555,940
			Totals	**551,500**		**0**	**55,150**	**606,650**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,710	0	0	0	0
CN	555,940	0	0	0	0
Totals	**606,650**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	2	/ 000S(617) COUNTYWIDE SAFETY IMPROVEMENTS (2021) Varies Varies to Varies Install guardrail and guideposts. Add/upgrade signing, pavement markings, and transverse rumble strips.* *Dallas Rd 0.00 - 0.22 guardrail *Dallas Rd 0.90 - 1.30 guardrail *Kennedy Rd 4.28 - 4.85 guardrail *Kennedy Rd 0.00 - 4.10 guideposts Intersections/Upgrade marking and signage - Assorted (17)	WA-14523					21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	HSIP	16,500		0	0	16,500
S	CN	2024	HSIP	503,000		0	0	503,000
			Totals	**519,500**		**0**	**0**	**519,500**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	16,500	0	0	0	0
CN	503,000	0	0	0	0
Totals	**519,500**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	3	HANKS RD PHASE I Hanks Rd 6.07 (Crosby) to 7.6 Reconstruction of vertical alignment to an all weather road standard.	BCO2015-11					04	C P T W	1.530	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	100,000	100,000
S	CN	2024		0	CRAB	1,400,000	0	1,400,000
			Totals	**0**		**1,400,000**	**100,000**	**1,500,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
CN	1,400,000	0	0	0	0
Totals	**1,500,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	4	COUNTY WELL ROAD - Phase 1 County Well Rd.- 11110 SR 221 (MP 0.00) to McBee Rd (MP 3.12) Reconstruct current road to an all weather road. Existing alignment will remain the same. The road will be constructed to meet current county standards. Other items of work include Guardrails and drainage.	2014-17					04	P T	3.120	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0	CRAB	157,500	17,500	175,000
S	RW	2024		0	CRAB	45,000	5,000	50,000
P	CN	2025		0	CRAB	1,580,541	178,304	1,758,845
S	CN	2025		0	CRAB	241,959	24,196	266,155
			Totals	**0**		**2,025,000**	**225,000**	**2,250,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
RW	50,000	0	0	0	0
CN	0	2,025,000	0	0	0
Totals	**100,000**	**2,025,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	5	DAGUE RD Dague Rd - 75650 Terril Rd to Game Farm Rd Proposed new collector roadway to be built to an all weather standard (CE-2121).	BCO2016-01					01	C G P T	0.500	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	95,000	95,000
S	CN	2024		0		0	555,000	555,000
			Totals	**0**		**0**	**650,000**	**650,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	95,000	0	0	0	0
CN	555,000	0	0	0	0
Totals	**650,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	6	CROSBY ROAD PHASE II Crosby Rd. 7.76 to 10.64 This project restores a worn section of roadway, filling in ruts with crushed rock material before applying a wedge penetration overlay. It includes restoring the road as well as to widen shoulder sections. Crosby Road is a rural minor collector in northwest Benton County.	WA-12181					04	P T	2.880	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	75,000	75,000
S	CN	2024		0		0	450,000	450,000
			Totals	**0**		**0**	**525,000**	**525,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	75,000	0	0	0	0
CN	450,000	0	0	0	0
Totals	**525,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	7	BADGER ROAD RE-CHANNELIZATION & OVERLAY Badger Road - 55100 11.70 to 12.006 The Badger Road Re-channelization & Overlay project aims to provide for safer traffic movements at both eastbound and westbound ramps of I-82 Exit 109, consisting of reconstruction of the existing roadway shoulders, milling and repaving of the traveled way, and revised striping and delineation.	WA-14657 55100					03		0.360	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	140,000	140,000
S	CN	2024		0		0	1,020,000	1,020,000
			Totals	**0**		**0**	**1,160,000**	**1,160,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	140,000	0	0	0	0
CN	1,020,000	0	0	0	0
Totals	**1,160,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	8	ADAIR ROAD Adair Rd - 44830 1.484 to 3.384 The proposed project would build approximately 1.9 miles of new collector roadway from the current northern end of Adair Road to Christensen Road. This segment will provide an alternative secondary access to commercial and industrial zoned properties, eliminating the need for redundant routing and reducing commerce-associated VMTs.	WA-10229 44830					01	P T	1.900	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	150,000	150,000
S	RW	2025		0		0	100,000	100,000
P	CN	2027	STBG(UL)	1,750,000		0	0	1,750,000
			Totals	**1,750,000**		**0**	**250,000**	**2,000,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	150,000	0	0	0
RW	0	0	100,000	0	0
CN	0	0	0	1,650,000	0
Totals	**0**	**150,000**	**100,000**	**1,650,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	9	OAK ST CID BRIDGE REPLACEMENT Oak St - 76130 South approach to North approach The OAK ST CID BRIDGE Replacement provides a new concrete structure replacing a functionally obsolete facility, first constructed in 1958. The new facility will have increased load capacity, in addition to providing for a wider crossing appropriate for increased traffic volumes and providing potential for use by pedestrians and alternate modes of transportation.	WA-15544 08229000					11		0.010	EA	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	BR	168,000		0	0	168,000
S	CN	2025	BR	1,512,000		0	0	1,512,000
			Totals	**1,680,000**		**0**	**0**	**1,680,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	168,000	0	0	0	0
CN	0	1,512,000	0	0	0
Totals	**168,000**	**1,512,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	10	DISTRICT LINE CHANDLER - DECK REPAIR District Line - 30950 South approach to North approach The District Line Chandler Bridge AC Overlay project will address bridge deck deterioration upon a timber-frame structure first constructed in 1953. This project calls for replacement of the Asphalt Concrete Overlay and bridge approaches, in addition to correcting guardrail deficiencies.	WA-15543 08156700					47		0.010	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	BR	66,000		0	0	66,000
S	CN	2025	BR	509,000		0	0	509,000
			Totals	**575,000**		**0**	**0**	**575,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	66,000	0	0	0	0
CN	0	509,000	0	0	0
Totals	**66,000**	**509,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	11	TIER 1 INTERSECTION AUDIO & VISUAL UPGRADES Varies to This project will increase driver awareness at two intersections by transitioning warning systems away from solar dependency and connecting to Single Phase power coupled with the installation of electrified warning signage/posts. Location 1: Sellards Rd./Travis Rd. Location 2: E. 27th Ave./S. Gum St.	WA-15556					21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	HSIP	41,000		0	0	41,000
S	CN	2024	HSIP	314,000		0	0	314,000
			Totals	**355,000**		**0**	**0**	**355,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	41,000	0	0	0	0
CN	314,000	0	0	0	0
Totals	**355,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	12	2023 INTERSECTION SAFETY & PEDESTRIAN CROSSING ENHANCEMENTS Varies to Install pavement markings, rectangular rapid flashing beacons, and install/upgrade signing. Intersections: N. Gap Rd/W. King Tull Rd, W. Johnson Rd/Missimer Rd, W. Johnson Rd/N. Wilgus Rd, Missimer Rd/W. King Tull Rd. Crosswalks: Cottonwood Creek, MP 0.84 and MP 0.94 (including RRFBs)	WA-15557					21			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	HSIP	41,000		0	0	41,000
S	CN	2024	HSIP	313,000		0	0	313,000
			Totals	**354,000**		**0**	**0**	**354,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	41,000	0	0	0	0
CN	313,000	0	0	0	0
Totals	**354,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	13	COUNTY RT 12/ACTIVE-TRANSPORTATION PATH REPAIRS County Line to Prosser C/L This project will provide for pathway restoration between Missimer Rd and Prosser City limits (oldest portion) and preventative maintenance to the west to the county line. Restoration and preventative maintenance efforts will extend the life expectancy of the facility.	WA-15554					28		4.050	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	50,000	50,000
S	CN	2024		0		0	750,000	750,000
			Totals	**0**		**0**	**800,000**	**800,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
CN	750,000	0	0	0	0
Totals	**800,000**	**0**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	14	REATA RD/BERMUDA RD INTERSECTION IMPROVEMENTS Reata Rd - 50180 2.8 to 2.9 Intersection safety improvements, anticipated as single-lane roundabout to coincide with Reata Rd widening and active transportation pathway improvements completed in coordination with City of Richland.	WA-15555					21		0.100	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2025		0		0	275,000	275,000
S	RW	2025		0		0	100,000	100,000
P	CN	2026	HSIP	800,000		0	0	800,000
			Totals	**800,000**		**0**	**375,000**	**1,175,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	275,000	0	0	0
RW	0	100,000	0	0	0
CN	0	0	800,000	0	0
Totals	**0**	**375,000**	**800,000**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	15	BADGER ROAD - Interstate 82 Roundabout and Pathway Project Badger Rd - 55100 10.09 to 12.01 This project is to install four roundabouts along Badger Road, three at the interchange with Interstate 82 and the fourth one at Cottonwood Drive. A non-motorized vehicle pathway will be constructed from Cottonwood Drive to the Kennewick city limits.	WA-12182 55100	08/02/22	08/02/22		2022-532	04	C G P T	2.210	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	6,500,000	6,500,000
P	CN	2028	BUILD	14,350,000		0	0	14,350,000
			Totals	**14,350,000**		**0**	**6,500,000**	**20,850,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	6,500,000	0
CN	0	0	0	0	14,350,000
Totals	**0**	**0**	**0**	**6,500,000**	**14,350,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	16	COUNTY WELL ROAD - Phase II County Well Rd 3.12 to 5.13 Reconstruct current road to an all weather road. Existing alignment will remain the same. The road will be constructed to meet current county standards. Other items of work include Guardrails and drainage.	WA-14600					04		2.010	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0		0	50,000	50,000
P	PE	2025		0	CRAB	100,000	0	100,000
P	CN	2026	STBG(R)	1,167,000		0	183,000	1,350,000
			Totals	**1,167,000**		**100,000**	**233,000**	**1,500,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	100,000	0	0	0
CN	0	0	1,350,000	0	0
Totals	**50,000**	**100,000**	**1,350,000**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	17	COUNTY WELL ROAD - Phase III County Well Rd 5.13 to 6.93 Reconstruct current road to an all weather road. Existing alignment will remain the same. The road will be constructed to meet current county standards. Other items of work include Guardrails and drainage.	WA-14601	08/02/22	08/02/22		2022-532	04		1.800	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2026		0		0	50,000	50,000
P	PE	2026		0	CRAB	85,000	0	85,000
P	CN	2027	STBG(R)	1,050,000		0	165,000	1,215,000
			Totals	**1,050,000**		**85,000**	**215,000**	**1,350,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	135,000	0	0
CN	0	0	0	1,215,000	0
Totals	**0**	**0**	**135,000**	**1,215,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	18	BERT JAMES ROAD Bert James Rd - 15560 Sellards Rd (MP 5.98) to SR 221 Reconstruct a 2 lane road segment with Bituminous Surface Treatment (BST), to improve structure allowing it to better serve its' function. (CE-2117)	BCO2012-17 15560	08/02/22	08/02/22		2022-532	04	P T	4.250	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0	CRAB	180,000	20,000	200,000
P	CN	2025		0	CRAB	1,080,000	120,000	1,200,000
			Totals	**0**		**1,260,000**	**140,000**	**1,400,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	200,000	0	0	0
CN	0	1,200,000	0	0	0
Totals	**0**	**1,400,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	19	BCO2015-10 HANKS RD PHASE II Hanks Rd - 22220 7.6 to 9.1 Reconstruction of vertical and horizontal alignment to an all weather road standard.	22220	08/02/22	08/02/22		2022-532	04	C P T W	1.530	CE	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028	STP(R)	50,000		0	0	50,000
P	RW	2028	STBG(R)	10,000		0	0	10,000
P	CN	2028	STBG(R)	1,640,000	CRAB	60,000	0	1,700,000
			Totals	**1,700,000**		**60,000**	**0**	**1,760,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	50,000
RW	0	0	0	0	10,000
CN	0	0	0	0	1,700,000
Totals	**0**	**0**	**0**	**0**	**1,760,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	20	RED MOUNTAIN VICINITY ACTIVE-TRANSPORTATION PATH Antinori Rd 0.00 to Benton City This project will provide for an Active Transportation pathway, providing a linking connection from the SR 224 pathway (currently under construction) to the City of Benton City.	WA-15530					28		3.000	EA	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	STBG(UL)	350,000		0	0	350,000
P	RW	2027		0	Ped/Bike Program	350,000	0	350,000
P	CN	2028		0	Ped/Bike Program	1,300,000	0	1,300,000
			Totals	**350,000**		**1,650,000**	**0**	**2,000,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	350,000	0	0
RW	0	0	0	350,000	0
CN	0	0	0	0	1,300,000
Totals	**0**	**0**	**350,000**	**350,000**	**1,300,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	21	BADGER ROAD PATHWAY Badger Road - 55100 4.679 to 11.765 This project proposes to construct multimodal pathways along either side of Badger Road from approximately Dallas Road to I-82 (about seven miles). REVIEW FUNDING FOR ADEQUACY	WA-10232 55100					28	C P T	7.100	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	500,000	500,000
P	CN	2028		0		0	4,500,000	4,500,000
			Totals	**0**		**0**	**5,000,000**	**5,000,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	250,000	250,000	0
CN	0	0	0	0	4,500,000
Totals	**0**	**0**	**250,000**	**250,000**	**4,500,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	22	BERT JAMES ROAD OVERLAY Bert James Rd - 15650 5.99 to 10.24 Overlay 4.25 miles of the existing roadway with Bituminous Surface Treatment (BST) in order to improve its surface so that it might better function in its capacity. (CE-2117)	WA-09498 15650	07/26/22	07/26/22		2022-532	04	P T	4.250	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0	CRAB	184,500	20,500	205,000
P	CN	2027		0	CRAB	1,660,500	184,500	1,845,000
			Totals	**0**		**1,845,000**	**205,000**	**2,050,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	205,000	0
CN	0	0	0	1,845,000	0
Totals	**0**	**0**	**0**	**2,050,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	23	(BCMS) BADGER CORRIDOR MOBILITY STUDY Badger Rd - 55100 Dallas to Leslie/Ridgeline RAB The BCMS aims to identify solutions to safety issues associated with the I-82 Interchange and its' interaction with Wiser Parkway and Badger Road for motor vehicles and active transportation users. BCMS aims to provide an evaluation of potential connections for an active transportation network serving the general Badger Corridor area, providing connection to the metropolitan active transportation system that already exists. The mobility study intends to also explore potential sites for ride sharing facilities, as well as coordinating with key stakeholders to identify desired routes and any necessary preservation of right-of-way.	WA-14524					18			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0		0	400,000	400,000
			Totals	**0**		**0**	**400,000**	**400,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	400	0	0	0
Totals	**0**	**400**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	24	GUM STREET IMPROVEMENTS Gum St East 36th Ave to City Limits Widening of roadway to meet city of Kennewick standards, to include bike lanes and curb, gutter, sidewalks. Set back utilities and re-establish existing right of way.	WA-13960					03	C P T W		CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	TIB	500,000	0	500,000
P	CN	2028		0	TIB	3,750,000	0	3,750,000
			Totals	**0**		**4,250,000**	**0**	**4,250,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	500,000	0	0
CN	0	0	0	0	3,750,000
Totals	**0**	**0**	**500,000**	**0**	**3,750,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	25	BENTON CITY CCP (COMMUNITY CONNECTOR PATH) EXTENSION city limits to Corral Creek Extension of existing pathway within Benton City limits, to north toward Corral Creek, or potentially Highlands Road.	WA-14526					28		1.000	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	Ped/Bike Program	160,000	40,000	200,000
P	CN	2027		0	Ped/Bike Program	640,000	160,000	800,000
			Totals	**0**		**800,000**	**200,000**	**1,000,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	200,000	0	0
CN	0	0	0	800,000	0
Totals	**0**	**0**	**200,000**	**800,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. / C. Project Title / D. Road Name or Number / E. Begin & End Termini / F. Project Description	B. STIP ID / G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	26	BERMUDA ROAD EXTENSION & KID CROSSING Bermuda Road - 50010 to 0.00 Southerly extension of Bermuda Road. Approximately 1/2 mile of new roadway.	WA-15548					01		0.500	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	100,000	100,000
P	RW	2027		0		0	200,000	200,000
P	CN	2027		0		0	1,000,000	1,000,000
			Totals	**0**		**0**	**1,300,000**	**1,300,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	100,000	0	0
RW	0	0	0	200,000	0
CN	0	0	0	1,000,000	0
Totals	**0**	**0**	**100,000**	**1,200,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	27	JOHNSON & GRIFFIN RDs - Intersection Improvements Johnson Rd & Griffin Rd - 20250 / 20280 Intersection to Intersection Improvements to .5 miles around the intersection to improve widths and sight triangles.	BCO2012-19 20250 / 20280					01	P T	0.500	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	100,000	100,000
P	RW	2028		0		0	150,000	150,000
P	CN	2028		0		0	1,000,000	1,000,000
			Totals	**0**		**0**	**1,250,000**	**1,250,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
RW	0	0	0	0	150,000
CN	0	0	0	0	1,000,000
Totals	**0**	**0**	**0**	**0**	**1,250,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	28	JOHNSON ROAD Johnson Rd - 20280 1.03 to 3.24 This project would rebuild a portion of Johnson Road to current prescribed standards. (CE-2107? CONFIRM)	WA-12180 20280	08/02/22	08/02/22		2022-532	04	P T	2.210	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	75,000	75,000
P	RW	2027		0		0	75,000	75,000
P	CN	2028		0		0	1,170,000	1,170,000
			Totals	**0**		**0**	**1,320,000**	**1,320,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	75,000	0	0
RW	0	0	0	75,000	0
CN	0	0	0	0	1,170,000
Totals	**0**	**0**	**75,000**	**75,000**	**1,170,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	29	PARADISE WAY City Limits to Ruppert Road Construction of a new road. Project would serve as the extension of City of West Richland's Paradise Way Extension/Phase VI.	WA-14612					01		0.750	EA	Yes

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	10,000	10,000
			Totals	**0**		**0**	**10,000**	**10,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	10,000
Totals	**0**	**0**	**0**	**0**	**10,000**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	30	PATHS & TRAILS various various to various Construct & Repair Paths & Trails, as required. (Emergent path projects)	BCO2012-24					44			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2024		0		0	60,000	60,000
			Totals	**0**		**0**	**60,000**	**60,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	20,000	20,000	20,000	0	0
Totals	**20,000**	**20,000**	**20,000**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	31	RAILROAD CROSSINGS various various to various Upgrade RR-Xings, when approved for funding.	BCO2012-26	08/02/22	08/02/22		2022-532	22			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2024		0		0	60,000	60,000
			Totals	**0**		**0**	**60,000**	**60,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	20,000	20,000	0	0	0
Totals	**20,000**	**20,000**	**0**	**0**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	32	BRIDGE REPLACEMENT PROGRAM varies Varies to varies Ongoing replacement program aimed at ensuring Bridge adequacy and safety of County bridges. Projects will address any functionally obsolete and/or structurally deficient facilities, based on County Engineer prioritization based on the Annual Bridge Report.	WA-14537					10				No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	CRAB	600,000	0	600,000
P	RW	2026		0	CRAB	75,000	0	75,000
P	CN	2027		0	CRAB	1,600,000	0	1,600,000
			Totals	**0**		**2,275,000**	**0**	**2,275,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	600,000	0	0
RW	0	0	75,000	0	0
CN	0	0	0	1,675,000	0
Totals	**0**	**0**	**675,000**	**1,675,000**	**0**

Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2024 to 2029

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	33	EMERGENT PROJECTS various various to various Construct emergent projects.	BCO2012-27					04			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2024		0		0	1,500,000	1,500,000
			Totals	**0**		**0**	**1,500,000**	**1,500,000**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	250,000	250,000	250,000	250,000	500,000
Totals	**250,000**	**250,000**	**250,000**	**250,000**	**500,000**

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Benton Co.	**25,202,000**		**15,750,000**	**22,533,150**	**63,485,150**

DRAFT
2024 - 2029 TRANSPORTATION IMPROVEMENT PROGRAM

Presented to Benton County Commission

September 19, 2023

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

- *RCW 36.81.121* requires that the legislative body of each county, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years.
- The Six-Year Transportation Improvement Program (TIP) is a Planning & Budgeting project array synonymous with "Six Year Road Plan" – Based upon the adopted budget and consistent with the county's Annual Construction Program.
- Queues up transportation system improvements that may be funded in the coming six-year planning horizon
  - Higher priority, fully or partially funded projects are listed in early years with lower priority, unfunded projects listed toward the end of the six-year period.
  - TIPs are required to be prepared:
    - Based on Annual Bridge Report
    - With intent to preserve Railroad right-of-way, where applicable
    - With Active Transportation projects identified and included
- Regional Transportation Planning Organizations (RTPOs) assemble individual agency TIPs into a Regional Transportation Improvement Program (RTIP) which are next ascended to the statewide level and combined with RTIPs from all RTPOs to form the Statewide Transportation Improvement Program (STIP).

Visit the Benton County Public Works page, for more information:

https://www.co.benton.wa.us/pview.aspx?id=10589&catid=45

BOLD TEXT = SECURED FUNDING

BOLD LIGHT ITALICIZED = PARTIALLY SECURED

NON-BOLD TEXT = PLANNED FUNDS (NOT YET SECURED)

Project funding is pursued through a variety of federal, state, and local sources - When funding is secured, a TIP amendment is processed reflecting the secured status of funds which allows the project to advance.

Typically, projects with secured funding "float" to the top of an agency's TIP….Thus, in subsequent TIPs, it would be common for a funded project to "climb" a county's priority listing.

ROADWAY IMPROVEMENT PROJECTS

- **HANKS ROAD PHASE I**
- **COUNTY WELL RD – PHASE I**
- **DAGUE ROAD**
- **CROSBY ROAD PHASE II**
- **BADGER ROAD RE-CHANNELIZATION & OVERLAY**
- ***ADAIR ROAD (PE & RW funded locally)***
- **OAK ST CID BRIDGE REPLACEMENT**
- **DISTRICT LINE CHANDLER – DECK REPAIR**
- BADGER ROAD - I-82 ROUNDABOUTS & PATHWAY
- ***COUNTY WELL RD – PHASE II (PE funded locally)***
- ***COUNTY WELL RD – PHASE III (PE funded locally)***
- BERT JAMES ROAD
- HANKS ROAD PHASE II
- BERT JAMES ROAD OVERLAY
- (BCMS) BADGER CORRIDOR MOBILITY STUDY
- GUM STREET IMPROVEMENTS
- BERMUDA ROAD EXTENSION & KID CROSSING
- JOHNSON & GRIFFIN RDs – INTERSECTION IMPROVEMENTS
- JOHNSON ROAD
- PARADISE WAY

SAFETY PROJECTS

- **(2019) GUIDEPOST and GUARDRAIL INSTALLATION**
- **(2021) COUNTYWIDE SAFETY IMPROVEMENTS**
- **(2023) TIER 1 INTERSECTION AUDIO & VISUAL UPGRADES**
- **(2023) INTERSECTION SAFETY & PED CROSSING ENHANCEMENTS**
- REATA RD/BERMUDA RD INTERSECTION IMPROVEMENTS **(PE funded locally)**

ACTIVE-TRANSPORTATION PROJECTS

- **COUNTY RT 12/ACTIVE-TRANSPORTATION PATH REPAIRS**
- RED MTN VICINITY ACTIVE-TRANSPORTATION PATH
- BADGER ROAD PATHWAY
- BENTON CITY CCP EXTENSION

ANNUAL PROGRAMS & MISCELLANEOUS PROJECTS

- **PATHS & TRAILS**
- **RAILROAD CROSSINGS**
- BRIDGE REPLACEMENT PROGRAM
- **EMERGENT PROJECTS**

PROJECT TYPES & FUNDING STATUS

Benton County Public Works
DRAFT 2024 - 2029 Transportation Improvement Program

	(Priority #)	Project Name	Funding Source
▸	(9)	OAK STREET CID BRIDGE REPLACEMENT	2023 Bridge Program submittal
▸	(10)	DISTRICT LINE CHANDLER - DECK REPAIR	2023 Bridge Program submittal
▸	(11)	TIER 1 INTERSECTION AUDIO & VISUAL UPGRADES	2023 HSIP submittal
▸	(12)	2023 INTERSECTION SAFETY & PED CROSSING ENHANCEMENTS	2023 HSIP submittal
▸	(13)	COUNTY RT 12/ACTIVE-TRANSPORTATION PATH REPAIRS	Local funds (potential CRP funds)
▸	(21)	RED MTN VICINITY ACTIVE-TRANSPORTATION PATH	*NOT SECURED*

NEW PROJECTS

TIP DEVELOPMENT, REVIEW, AND ADOPTION TIMELINE

- Inter-Agency & Internal Staff Program review and development
- DRAFT TIP submitted to MPO/RTPO
- MPO/RTPO Open House scheduled for Sept 20th
- DRAFT TIP available on Public Works page of County website
- Benton County Commission Public Hearing scheduled Oct 17, 2023
- MPO/RTPO Scheduled to adopt Regional TIP (RTIP) Oct 20, 2023
- Adopted 2024-29 Benton County TIP will be effective Jan 1, 2024

- Public Works staff welcome input

- Thanks to the Benton County Commission for their support of the Public Works Department and the projects detailed in the ***2024-2029 Transportation Improvement Program***

- Questions welcome!

THANK YOU!

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/19/2023
Subject:	Update to Public Works Organizational Chart
Presenter:	Matt Mahoney, Matt Rasmussen
Prepared By:	Shela Berry
Reviewed By:	Matt Rasmussen

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

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

Summary / Background Information

The Public Works Road Department has found the need to restructure the Maintenance and Administrative divisions. Maintenance staffing levels have remained constant as infrastructure and maintenance requirements have increased. This increase along with staffing and resource complications has resulted in slower response times and less preventive maintenance to Public Works facilities and infrastructure. Since 2014, County Road culverts have increased from 1,681 to 4,321. The need for a storm water maintenance program is prevalent. The increased need for inventory control and accounting activities has gone up with these changes. The following changes are proposed:

Eliminate Administrative Assistant (NB 15) -$136,824

Eliminate Temporary Help -$169,580

Eliminate OA 1 (CH1) -$34,613

Reduce the OT Budget -$94,131

Add Accounting Assistant III (CH 5) +$84,172

Add 2 Road Superintendents (NB 16) +$217,358

Add 1 Maintenance Workers II (T 11) +$72,385

Add applicable benefits +$61,233

Fiscal Impact

This is a budget neutral change in labor and benefits within the County Road Fund.

Recommendation

Recommend the Board of Benton County Commissioners approve the updated organizational chart and position changes.

Suggested Motion

I move to approve a Resolution updating the Benton County Public Works organizational chart.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON IN THE MATTER OF APPROVING THE UPDATED BENTON COUNTY PUBLIC WORKS DEPARTMENT ORGANIZATION CHART

WHEREAS, pursuant to recent structural revisions to the Public Works Department, several staffing position changes to the department are necessary; and

WHEREAS, a revised Benton County Public Works Department organizational chart has been prepared reflecting these changes; **NOW THEREFORE,**

BE IT RESOLVED, that the revised Public Works Department organizational chart, attached, be hereby approved; and,

BE IT FURTHER RESOLVED, these changes take effect September 19th, 2023; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification.

Dated this _____ day of_____, 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.: Public Works

S. Berry

Benton County Public Works Organizational Chart

Updated Sept. 2023